

AGENDA

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, December 14, 2020

6:00 P.M. Nominating Committee Meeting

7:00 P.M. Call to Order

I. CALL TO ORDER

II. APPROVAL OF MINUTES

November 23, 2020

December 1, 2020 (Special Meeting)

III. MANAGER'S REPORT

To hear a report from the Fire Chief re: Community Paramedicine Program

To hear a report from the Police Chief re: outcome of investigation re: complaint of biased based policing

IV. PUBLIC DISCUSSION

Public discussion is for comments on items that are not on the agenda. Comments are limited to 5 minutes per person. Rebuttal comments will be limited to 2 minutes. Public discussion topics will be brought up again under New Business for further Council discussion.

V. LEGISLATION AND POLICY

20 – 103. To hear a report from the Social Justice & Equity Committee.

20 – 104. To adopt the Forest Management Guiding Principles, as recommended by the Forestry Subcommittee of the Lands and Conservation Commission.

20 – 105. To approve a 3-year contract renewal for the Town Forrester, Paul Larrivee, as recommended by the Lands and Conservation Commission.

20 – 106. To appoint Tamara O'Donnell as Registrar of Voters.

20 – 107. To authorize the sale of the Town owned gravel pit in North Yarmouth.

20 – 108. To set a Public Hearing date of December 28th to consider and act on a Liquor License renewal for Cumberland House of Pizza.

20 – 109. To set a Public Hearing date of December 28th to consider and act on a Liquor License renewal for Flannel Shirt Food Company, LLC d/b/a Cumberland Food Company.

20 – 110. To set a Public Hearing date of December 28th to consider and act on Liquor License renewal for Louie's Grille.

20 – 111. To set a Public Hearing date of December 28th to consider and act on amendments to Chapter 315 (Zoning), Section 2 (Purpose) and Section 4 (Word Usage and Definitions – Agriculture) of the Cumberland Code, as recommended by the Planning Board.

20 – 112. To set a Public Hearing date of December 28th to consider and act on amendments to Chapter 229 (Site Plan Review) to add agriculture related language to the Cumberland Code, as recommended by the Planning Board.

20 – 113. To set a Public Hearing date of December 28th to consider and act on 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), of the Cumberland Code, to change the abutter notice radius from 300 to 500 feet, as recommended by the Planning Board.

VI. NEW BUSINESS

VII. EXECUTIVE SESSION pursuant to Title 36 M.R.S.A. Section 841(2) to consider and act on an application for tax abatement based on hardship.

VIII. ADJOURNMENT

MINUTES

Cumberland Town Council Meeting
Town Council Chambers

MONDAY, November 23, 2020

6:30 P.M. Finance Committee Meeting

7:00 P.M. Call to Order

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

I. APPROVAL OF MINUTES

Motion by Councilor Vail, seconded by Councilor Copp, to accept the amended minutes from October 26, 2020.

VOTE: 7-0 UNANIMOUS

Motion by Councilor Vail, seconded by Councilor Copp, to accept the November 9, 2020 meeting minutes as presented.

VOTE: 7-0 UNANIMOUS

II. MANAGER'S REPORT

Joyce Stiles passed away this past weekend. Our thoughts and well wishes are with Bill and his family during this difficult time.

III. PUBLIC DISCUSSION

Shawn McBreairty of Willow Lane read the following:

Let's discuss the ongoing "safety and community concerns" from some of the School Board Members and their woeful attempt at a slander article in the Portland Press Herald today. The article, if possible, actually made them look even more ignorant to the policies, laws and Constitution. Their continued use of illegal meetings and emails will come back to the school with numerous fines. There are now dozens and dozens of examples of these illegal meetings.

They can't seem to understand, even at the request of the MSAD51's lawyer, that retaliation via public comment and by the press, solicited by public officials is illegal. It is illegal under the Constitution and under the U.S Supreme Court, Harman v. Moore. It forbids government officials from retaliating against individuals for speaking out.

As part of what the School Board and Superintendent Jeff Porter continue to do, is; 1) attack the facts (check), 2) attack the person with the facts (check), 3) change the facts to fit their narrative. Oh...they can't seem to figure out how to do this one, because I have all the facts on my side.

*But, **the cancel-culture is out for blood folks**...how dare someone have actual, factual, dissenting opinions about the Sovereign Nation of MSAD51.*

Ann Maksymowicz, she's the anti-flag School Board member whose term is up on 6/30/21, the one who spoke directly to Shay Stewart Bouley from CCI, who illegally hired the anti-racism group for

Greely. The one who came to my house twice, unrequested, then the Cumberland Police Department served a no-trespass warning to. I've never spoken to her, nor ever been to her house.

*She is, "setting a horrible example for our students, as well as staff and community." She also thinks I'm "misogynistic" which is strongly prejudiced toward women. **No, I'm equally against ignorant men also.** We will get to a couple below...*

Kate Parrin, prior School Board Chair, who's term is up on 6/30/21, she's the one who after Town Council Member Mike Edes, who's been in law enforcement 40 years, corrected her misinformation on Facebook about the 5% MSAD51 budget increase earlier this summer, was so concerned, she allegedly had her husband sleeping on the couch with a gun?

The one who wasn't able to walk down the sidewalk, after I used words to describe their continued illegal actions on the MSAD51 School Board? The one who illegally used the term, "stalking" in the 10/23/2020 School Board meeting? There is no way she should have anything to do with the children at Greely.

Tyler McGinley, School Board Chair, who claimed in the article that I reached out to one of her family members to find out information on her. It was actually that family member who reached out to me, unsolicited, through a third party, concerned about her "socialist actions." He's the one who said that Tyler stated on several occasions, said she's a "self-proclaimed socialist." She's running your School Board Folks, for your kids!

Tyler, who stated in the article that she sought a cease of harassment notice from Cumberland Police, but there is no actual public documents of that. Nor would any judge grant her this. Harassment from what, the last time I spoke to her on 8/25/2020, in which the entire ½ hour call is recorded? I'd love to play it for anyone.

*Now, facts are that Jeff Porter, only recently on 10/15/2020, provided certification for her to actually have looked at the School Board policies. Shocker, he didn't follow that policy either, after she took over in July. So, what this means is if Tyler doesn't follow all the policies of the district, during the School Board meetings, she's now in **violation of the Constitution and laws of the State and does so under pains and penalties of perjury.***

So maybe it's her concern from me holding the School Board Chair accountable to read things like Robert's Rules of Order? She sits there and I quote, "head spinning, weighing the capacity for me to continue as a member of this board, I am at a loss. I have hit a dead-end in every direction, police support, legal support and now board member support."

Weird that when you have zero facts and because I've broken zero laws, that you have no case? How about just doing your job correctly?

Mike Williams, he's a huge anti-Trumper and said as much during a School Board meeting, blaming the Covid-19 virus on the President. Too bad you picked the wrong, "vociferous person" to deal with on this one. I'm not going anywhere.

Margo Harrington, who's seat is also up on 6/30/20 stated in a previous email to Tyler that, "fear of the moment" was previously keeping her silent. Let's talk fear Margo.

Fear when Superintendent Jeff Porter, against MSAD51 policy, provided my confidential concerns to CCI? Fear when he illegally provided my FOAA request back to Elana Maker, the author of the 216 current and past Greely alumni looking to, “reimagine” the SRO position? Fear of when Jeff Porter makes up terms like, “verbally abusive” to send to Chief Rumsey, even though I have not spoken to Mr. Porter since June 18th? Fear of your wife crying at the dining room table, considering having to bail you out of Cumberland County Jail, after Jeff Porter and a group of School Board Members met with the Town to preplan your arrest at the last School Board meeting, simply for asking them to follow their own rules?

Fear of twin daughters having to go through their senior year at Greely with the constant attempted bullying of the Superintendent and School Board, because their father is calling out the loads of hypocrisy? Fear of a Black Lives Matter Allies Group of Maine, calling me a racist, looking to shoot up my residence, because of your Portland Press Herald article today?

*Let me say that again, **shoot up my residence.***

You don’t get to tell me about fear Margo Harrington...you have no idea.

So, what you have here are several people, playing School Board who don’t have a clue about what they are doing. They also don’t know it is illegal to advance your own agenda, at the expense of the taxpayers. One in which they have spent hundreds of thousands of your taxpayer dollars on “anti-racism efforts.” CCI, teacher training, travel, hotel stays, legal bills, conferences, payroll, so on and so on.

Guess what folks, I’m only getting started. I will make this School Board’s attempt to misappropriate our tax dollars very difficult, but well within the policies, laws and Constitution of the United States of America.

Yes, I am relentless...relentless in pointing out that Superintendent Jeff Porter and much of this MSAD51 School Board have no appreciable skills to be guiding and influencing the curriculum of our youth. None.

As a reminder, this is all due to the Equity and Inclusion Committee, the School Board and Superintendent Jeff Porter’s actions on June 2nd, 2020. He split the community down the middle and has done nothing to repair it.

Nothing...this is all on you Jeff Porter

IV. LEGISLATION AND POLICY

20 – 101 To hold a Public Hearing to consider and act on accepting Fuller Road as a Town road.

Town Manager Shane explained that the Finance Committee voted unanimously to forward this item to the Town Council for consideration. The details have been reviewed by the Finance Committee, the Town Attorney has provided her list of items for acceptance, which all have been met. Staff is recommending moving forward with accepting Fuller Road as a public road.

Councilor Vail said that he is opposed to accepting anymore new roads. It costs money to maintain roads and we are having difficulty in keeping up with paving the roads we have now. We should have some stronger language in our Ordinances to let developers know that when they come to Cumberland, we are not taking their roads on.

Chairman Gruber opened the Public Hearing.

Stephen Quirk of Fuller Road said that with the road not being a public road, school busses won't come down the road to pick up the children. Due to this, many families don't have their children take the bus to school because of safety concerns in having the children walk up to Blackstrap Road to wait there for the bus. The neighborhood is hoping that this will finally be approved as a Town Road.

Chairman Gruber closed the Public Hearing.

Motion by Councilor Copp, seconded by Councilor Edes, to accept Fuller Road, generally described as 1,400 feet in length and 50 feet in width, including all utilities and stormwater facilities, and further described in a deed from Walnut Hill Investments LLC, dated November 23, 2020 and depicted on "Exhibit A" of the Spring Valley Subdivision plan (C-102) designed by Sevee & Maher Engineers, Inc.

VOTE: 7-0 UNANIMOUS

20 – 102 To hear an update from the Communications Committee.

Councilor Foster said that she and Councilor Copp met with Communications Director, Eliza Porter last week. They discussed a plan to get more people to sign up for the Cumberland Crier and the development of the postcard (below) to be mailed to every household in January.



The Town of Cumberland is working hard to connect with all of our community members!

Are you subscribed for our weekly email, The Cumberland Crier? Sign up today by scanning the QR code to the right (*open the camera on your iPhone to activate the scanner*) or visit

www.cumberlandmaine.com/cumberlandcrier



If you do not have access to a computer, please call us at 829-2208 so we can mail our weekly newsletter to your home!

After the postcard mailing, a communications survey will go out to residents in order to understand how they receive information from the Town and what their primary source is for getting the information. This will help Eliza prioritize where to be spending most of her communications time. (See survey below).



Cumberland Communication Survey

* 1. How did you first learn about this survey?

- ☐ The Cumberland Crier (weekly email)
- ☐ Social Media (Facebook, Twitter, Instagram)
- ☐ Town Website
- ☐ Other (please specify)

*** 2. How do you currently RECEIVE information from the Town?**

- ☐ The Cumberland Crier (weekly email)
- ☐ Social Media (Facebook/Twitter/Instagram)
- ☐ Email alerts from the Town Website
- ☐ Local Access Channel
- ☐ The Forecaster
- ☐ Direct Mailing
- ☐ I don't receive any information from the Town.

*** 3. How do you currently FIND information from the Town?**

- ☐ The Cumberland Crier (weekly email)
- ☐ Social Media (Facebook/Twitter/Instagram)
- ☐ Town Website
- ☐ Local Access Channel
- ☐ The Forecaster
- ☐ Calling Town Hall
- ☐ I do not look for information from the Town.

*** 4. What age bracket do you fall into?**

- ☐ Under 25
- ☐ 25-39
- ☐ 40-55
- ☐ 56-70
- ☐ 70+

*** 5. What gender do you identify as?**

- ☐ Male
- ☐ Female
- ☐ Gender non-binary
- ☐ Prefer not to answer

*** 6. How long have you lived in Cumberland? (Doesn't have to be consecutive.)**

- ☐ Less than 2 years
- ☐ 2-5
- ☐ 5-10
- ☐ 10-20
- ☐ 20-30
- ☐ more than 30 years

7. Would you like to share your email address with the Town of Cumberland? You will be added to our weekly email, The Cumberland Crier!

Name

Email Address

V. **NEW BUSINESS**

Councilor Edes – Condolences to the Stiles family. His thoughts are with Bill during this difficult time.

Councilor Storey-King – She also sent condolences to the Stiles family. They are a large family and a large presence in our community.

With the holidays coming up, she encouraged everyone to buy local. Rick Anderson, who grew up in Cumberland, wrote 2 children's books, which would make nice gifts.

The Social Justice & Equity Committee met earlier this evening and Councilor Foster will give an update on that. There will be a presentation by the committee at the next Council meeting.

Happy Thanksgiving to everyone. She hopes that everyone finds something to be thankful for.

Councilor Vail – In regard to the Social Justice & Equity Committee, he thinks that they are doing great work. He does not want us to get bogged down with the issue between Shawn and the School Board. He wants to welcome them into our greater discussion, but they should not be the focus. Our community is the focus. He would like to achieve this without spending any money. A resident at the last Council meeting offered her assistance. There are a lot of professional people in our community who may be willing to assist us.

Chairman Gruber – The Food Pantry served 71 families this past week. The Thanksgiving food baskets were distributed. Thank you to all the volunteers who make it happen every week.

Condolences to the Stiles family. Bill and his family are in his thoughts.

Councilor Foster – She sent her sincere condolences to Bill Stiles and his family.

The Social Justice & Equity Committee will present a detailed report at the next Council meeting. The committee is looking at equitable practices with the execution of services to the Town as their objective. We can't really move forward with that objective until we can help those critical parties whose relationship is broken. That breakage is having collateral affect. We have to have a grounding and respectful communication and be able to work through the disagreements so that all parties feel heard. The work that is immediate for us is ensuring that the Town is involved, not necessarily incurring all the cost, but ensuring that those critical parties are willing to participate and finding an appropriate mediator.

Councilor Turner – He expressed his sadness for Bill Stiles who lost his wife. He spoke to Bill recently and he is fortunate to have a family who will give him ample support.

Councilor Copp – Condolences to Bill Stiles. Bill has been a true friend for many years, and he knows that his family is taking good care of him.

He read the following letter in regard to Cumberland Police Officer, Matt Merriman:



Yarmouth Police Department

Excellence in Policing

Charles Rumsey, Chief of Police

Cumberland Police Department

290 Tuttle Road

Cumberland, ME 04021

November 12, 2020

Dear Chief Rumsey:

I am writing to express my sincere thanks and gratitude to you, Officer Matthew Merriman and the members of the Maine State Police who assisted my elderly father on Friday November 6th, 2020.

As you are aware, my father John Gibbons, has dementia and disappeared from his residence on Cape Cod sometime on the night of November 5th. Approximately 18 hours later, he was found on I-95 in Maine. It was the first time in my 26 years in law enforcement that I have been on the other side of a missing person investigation but I truly hope it is the last.

My father could not say enough about the way you and Officer Merriman treated him and helped make the best of a tough situation. You both went above and beyond by transporting him to Kittery so that it reduced my travel-time. I am forever grateful to you both.

If I can ever be of any assistance to you and your department in the future, either in a professional or personal capacity, please know as I will always be there for you. If you find yourself in Yarmouth on Cape Cod, please drop-in and say hello, I would love to shake your hands and buy you lunch.

Sincerely,

Gordon T. Gibbons

Police Officer, Badge #123

Cc: Merriman Personal File

Yarmouth Police Department

Excellence in Policing



Gordon Gibbons
Patrol Officer

Office: 508-775-0445 ext.2170

Fax: 508-771-0443

ggibbons@yarmouth.ma.us

One Brad Erickson Way
West Yarmouth, Massachusetts 02673



One Brad Erickson Way, West Yarmouth, Massachusetts 02673 • Phone: (508) 775-0445 • Fax: (508) 862-2721

Town Manager Shane – The Food Pantry distributed over 7,000 pounds of food last week for Thanksgiving. Every item on the list of needed items was fulfilled by the community. The Girl Scouts, who started helping with the Thanksgiving distribution set up 8 years ago, still show up every year to help. It's an amazing process and it always goes very well.

Craig Wright of Coastal Landscaping has donated Christmas trees to the Food Pantry for the last 5 years. This year Craig has donated \$2,000 so that every Food Pantry patron can have a Christmas tree. Jeff Storey of Spring Brook Farm provides the trees at a reduced rate. There are so many good stories like this because of the amazing people in this Town.

- VI. EXECUTIVE SESSION** pursuant to 1 M.R.S.A., § 405(6)(A)(1) re: a personnel matter.
Motion by Councilor Copp, seconded by Councilor Storey-King, to recess to Executive Session pursuant to 1 M.R.S.A., § 405(6)(A)(1) re: a personnel matter.
VOTE: 7-0 UNANIMOUS
TIME: 8:27 P.M.

Reconvene to regular session at 8:41 P.M.

- VII. ADJOURNMENT**
Motion by Councilor Foster, seconded by Councilor Turner, to adjourn.
VOTE: 7-0 UNANIMOUS
TIME: 8:41 P.M.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

MINUTES
SPECIAL MEETING
Cumberland Town Council
Town Council Chambers
TUESDAY, December 1, 2020

5:00 P.M. Call to Order

Present: Councilors Copp, Foster, Gruber, Turner and Vail

Present via Zoom: Councilor Storey-King

Present via phone: Councilor Edes

- I. EXECUTIVE SESSION** pursuant to 1 M.R.S.A., § 405(6)(C) re: real property
Motion by Councilor Vail, seconded by Councilor Foster, to recess to Executive Session pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.
VOTE: 7-0 UNANIMOUS
TIME: 5:01 P.M.

Reconvene to regular session at 5:40 P.M.

- II. APPROVAL OF MINUTES**
No minutes approved

- III. MANAGER'S REPORT**
None

- IV. PUBLIC DISCUSSION**
None

- V. LEGISLATION AND POLICY**
None

- VI. NEW BUSINESS**
None

- VII. ADJOURNMENT**
Motion by Councilor Copp, seconded by Councilor Vail, to adjourn.
VOTE: 7-0 UNANIMOUS
TIME: 5:40 P.M.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

ITEM 20-103

To hear a report from the Social Justice & Equity Committee



Social Justice & Equity Committee

11/23/20 – Town Council Update



Committee Objective

Equality: *Providing the same service or following the same process for all people*



Equity: *Providing the required resource so that all people have the same possibility of achieving the objective*

- Ensure equitable employment and recruitment practices
- Ensure equitable provision of town services to all Cumberland citizens

Our policies, decisions and “the way we do things” show who and what we value and what we don’t



3 Phase Approach

- Phase 1: Small group mediation session with all leaders of impacted groups of current tension in the community
 - Objective: Establish a productive relationship not where everyone agrees on issues or policies but does agree on the rules of engagement as it relates to respectful communication
 - Cannot move forward in the objective of this committee until trust has been reestablished and the community sees its leaders as able to work together even with differing opinions
- Phase 2: Community Mediation Workshop
 - Objective: Engage the entire community to establish baseline communication rules of engagement – able to hold our fellow citizens accountable with common language
- Phase 3: Community Education & “Equity Review”
 - Unconscious Bias
 - Identities & Privileges
 - Small Group Workshops: Identify blindspots & Recommend changes
 - Blind spot = gap between intent and impact
 - Diverse perspectives & problem solving approach – achieve BETTER recommendation



External Resources

- Mediation:
 - Family & Community Mediation www.mainebcm.org
 - Maine Association of Mediators www.mainemediators.org
- Education:
 - Portland Chamber of Commerce www.portlandregion.com
 - 21 Day Challenge
 - Trainings (none have been offered yet): unconscious bias, racism, diversity, equity and inclusion
 - Maine Intercultural Communication Consultants www.maineintercultural.com
 - Holocaust & Human Rights Center of Maine www.hhrcmaine.org
 - Cook Ross www.cookross.com
 - Co-create solutions that help advance inclusion, diversity, equity and accessibility within organizations



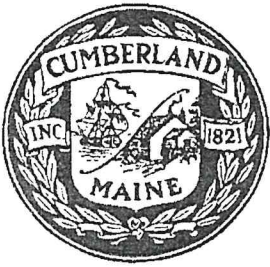
Logistics

- Budget
- Timeline
 - Phase 1: As soon as possible, assuming all parties required to make it a productive session agree to participate
 - Phase 2: January
 - Phase 3: Series starting in sequence through the spring

ITEM

20-104

To adopt the Forest Management Guiding Principles, as recommended
by the Forestry Subcommittee of the Lands and Conservation
Commission



LANDS AND CONSERVATION COMMISSION

Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

December 3, 2020

Tom Gruber, Chair
Cumberland Town Council
290 Tuttle Road
Cumberland, ME 04021

Dear Mr. Gruber:

Your Lands and Conservation Commission requests the Town Council adopt the Forest Management Guiding Principles developed by the Forestry and Natural Resources subcommittee with the guidance of our previous town forester and successfully used for the past three years.

Sally Stockwell presented these Guiding Principles to the Town Council in 2017 but no action was taken at that time.

We request these Guiding Principles be adopted and become a Council Policy similar to the Trails standards adopted earlier this year.

Please call if there are questions.

Sincerely,

Mike Schwindt
Chair

Attachment: Guiding Principles

Cumberland Town Forests
Management Guiding Principles
Draft 11/3/17

The Town of Cumberland owns multiple properties that are forested and may be appropriate for active forest management. Below is a list of forest management goals for all primary town-owned forest sites, including as of July 2017 the Town Forest, Rines Forest, Knights Pond, and Twin Brook. This list refers specifically to forest management and related activities and not to all other management considerations that are pertinent to each site, such as what types of use are allowed. That will be covered in the other parts of the Management Plan for each property. A site-specific Forest Management Plan shall be developed for each primary forest site that is consistent with these guiding principles and is designed to protect and reflect the unique characteristics of each of the town's forested properties (such as landscape setting, geography, important natural resources, and public use). The Town will strive to manage the town's forests as models of a well-managed community forest.

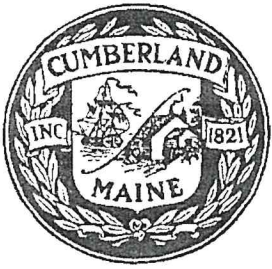
- Maintain and protect productive soils and water quality, including using *Stream Smart* crossings, with a particular emphasis on the Mill Creek and Presumpscot River watersheds (see Maine Forest Service 2017 Water Quality BMPs).
- Protect special ecological features and functionality intrinsic to each Forest (i.e. rare plant or animal sites, wetlands, riparian areas, vernal pools, deer wintering areas, rare or exemplary natural communities, late successional forests, dead and downed wood, etc.).
- Manage forest stands in a manner that maintains or improves habitat and the overall biodiversity of native plant communities and fish and wildlife species to the extent possible. Particular emphasis will be on maintaining and expanding structurally complex, mature portions of the forest, balanced by special and unique areas, small gaps of early successional habitat, and reserve areas. Two programs that can help guide this approach are *Focus Species Forestry* and *Forestry for Maine Birds*.
- Identify and protect reserve areas as forest stands or compartments which express the following attributes: large blocks of forest, older forest, unusual natural areas (e.g. streams, wetlands, riparian areas, rare natural communities), presence of legacy trees, and topographically or geologically diverse or interesting areas.
- Focus long-rotation silvicultural efforts on stands and compartments with productive soils, good access and of reasonable size and quality. Long-term goals may include increasing structural and species diversity, emphasizing the growth of high-quality sawlogs of commercially important species, promoting the continued sequestration of carbon, and contributing to the local wood products market.
- Maintain resilience of native biodiversity and ecosystem processes in the face of climate change. Increase resilience by managing for multiple age classes; managing for the forest types and species best suited to the site; avoiding conversion to other types (e.g. spruce-fir dominated to hardwood-dominated); and using natural regeneration to retain and increase species diversity characteristic of the site and forest type, including the proportion of species predicted to be better adapted to future conditions, such as white pine and red oak. In addition, plan for high-volume runoff by using *Stream Smart* crossings.

- The actual balance of forest type, age, and silvicultural treatment recommended within each forest should be determined in consideration of the habitat matrix of the surrounding landscape. This would include an analysis of the extent and age-class structure of habitats in the surrounding lands as well as opportunities for maintaining and enhancing both terrestrial and aquatic habitat connections and recreational trail connections; and management opportunities across all town forests. In other words, different properties may be managed for different site-specific goals as long as the sum of the whole meets the overall town's forest management goals.
- Make every reasonable effort to control invasive plant species in the forest while reaching out to adjacent landowners to encourage the same.
- Implement exemplary forest management that is consistent with sustainable forestry standards such as those provided by the Forest Stewardship Council (FSC).
- Strive to keep forest harvesting activities revenue neutral over the long run (this is separate from the cost of managing other activities in the forests such as reducing invasive species, building and maintaining trails, and providing educational signs etc).
- Offer quality aesthetic, educational and recreational opportunities to the community for the benefit of the public as long as it doesn't detract from above goals. All trails should be built and maintained to minimize soil erosion and compaction and limit disturbance to fish and wildlife.
- Conduct all harvests in a manner that minimizes impacts to soil, water, and fish and wildlife, including avoiding or minimizing the use of new roads and road-stream crossings; using Stream Smart crossings where crossings are needed; putting unused roads to bed; giving preference to harvesting on frozen ground or dry-soil conditions; avoiding harvesting during peak amphibian and bird nesting times (April 1-July 31); and using appropriate equipment given the silvicultural goals.

ITEM

20-105

To approve a 3-year contract renewal for the Town Forrester, Paul Larrivee, as recommended by the Lands and Conservation Commission



LANDS AND CONSERVATION COMMISSION

Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

December 3, 2020

Tom Gruber, Chair
Cumberland Town Council
290 Tuttle Road
Cumberland, ME 04021

Dear Mr. Gruber:

Your Lands and Conservation Commission, at its December 2, 2020, meeting, voted unanimously to recommend the three-year renewal of the contract for Paul Larrivee, our town forester.

Please call if there are questions.

Sincerely,

Mike Schwindt
Chair

Current Contract

207 FORESTRY CONSULTING SERVICES, LLC

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

November 4, 2019

Dear Mr. Shane,

207 Forestry Consulting Services is pleased to have the opportunity to offer forest management and consulting services to the Town of Cumberland. In an effort to meet the current needs of Town personnel, managers, board and committee members and all residents of Cumberland, 207 Forestry offers this contract for services.

207 Forestry shall attend necessary meetings as directed by William Shane – Town Manager, generally once per month. Meetings may include field tours and presentations. 207 Forestry shall prepare and provide necessary and requested reports, letters and other technical documents to the town in conjunction with forest management planning work. Work performed under this contract shall be in relation to the town's current effort to discuss, draft and implement broad-based forest management concepts into a more detailed Forest Management Master Plan, which covers several town-owned properties and more clearly defines management priorities, goals and objectives in relation to forests and forest management. Should 207 Forestry be contracted to perform more detailed services associated with a specific project with a more well-defined scope, it shall be handled with a separate contract and not included in the terms hereunder.

49 Lake View Drive
PO Box 181
New Gloucester, ME
04260

PHONE 207-431-6153
EMAIL Paul.larrivee@gmail.com

207 Forestry offers services under the following terms:

- Services rendered shall be roughly 6 to 10 hours per month on average. More necessary hours shall be billed accordingly. This estimate shall not be considered a guaranteed minimum.
- 207 Forestry shall plan to attend all regularly scheduled meetings of the Forests Subcommittee, generally scheduled for the first Wednesday evening of each month, from 6:30-7:30pm.
 - o 207 Forestry requests at least two-weeks' notice in advance of meetings in which it is expected to attend.
 - o 207 Forestry may attend other meetings and events as requested provided advanced notice is provided; subject to staff availability.
 - o 207 Forestry reserves the right to cancel attendance at meetings under circumstances of emergencies, of other scheduling conflicts. Scheduling conflicts shall be discussed in writing and made within two-weeks of requested attendance.
- 207 Forestry shall communicate with authorized town personnel via phone, e-mail or written letter. Authorized personnel shall include William Shane and standing members of the Town Forests Sub-Committee. All communications shall be made directly with Paul Larrivee – Project Leader, contact information provided below.
- 207 Forestry shall provide paper and electronic copies of all maps, memos, documents, reports or other materials as requested by the town.
- 207 Forestry works on time and material basis under the following terms:
 - o Hourly rate for consulting services, field or office: \$85.00/hour
 - o Hourly rate for travel to required meetings: \$40.00/hour
 - o Hourly rate will be rounded to the nearest half hour.
 - o Invoices shall be sent every two weeks for services rendered.
 - o Payment terms for invoices are Net 10.

Any changes, additions or amendments to this contract shall be made in writing and agreed to by both 207 Forestry and the Town of Cumberland.

This contract shall be good through the end of the next calendar year, terminating December 31st, 2020. If more work of a similar nature is required this contract may be extended by written agreement of the parties, or a new contract executed for an appropriate timeline given project goals.

49 Lake View Drive PO Box 181 New Gloucester, ME 04260 Country
--

PHONE 207-431-6153 EMAIL Paul.larrivee@gmail.com

Respectfully submitted,

Paul L Larrivee, LF3306
Owner
207 Forestry Consulting Services, LLC
PO Box 181
New Gloucester, Maine 04260
207-431-6153
Paul.larrivee@gmail.com

William Shane – Cumberland Town Manager

Date: _____

49 Lake View Drive
PO Box 181
New Gloucester, ME
04260
Country

PHONE 207-431-6153
EMAIL Paul.larrivee@gmail.com



207FORE-01

JMCBREAIRTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2020

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

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

PRODUCER United Insurance - Fort Kent 6 East Main Street Fort Kent, ME 04743	CONTACT NAME:	PHONE (A/C, No, Ext): (207) 834-3181	FAX (A/C, No): (207) 834-6555
	E-MAIL ADDRESS:		
INSURED 207 Forestry Consulting Services LLC 49 Lake View Drive New Gloucester, ME 04260	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Acadia Insurance Company		31325
	INSURER B : MMG Insurance Company		15997
	INSURER C : Mount Vernon Fire Ins Co		26522
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLA5398122-11	6/5/2020	6/5/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			KA13520270	12/23/2019	12/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab			SP2554262A	6/5/2020	6/5/2021	1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

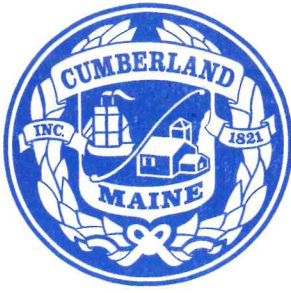
Town of Cumberland
290 Tuttle Road
Cumberland Center, ME 04021

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

AUTHORIZED REPRESENTATIVE

ITEM 20-106

To appoint Tamara O'Donnell as Registrar of Voters



TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland, Maine 04021

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

TO: William Shane, Town Manager
FROM: Tammy O'Donnell, Town Clerk
DATE: December 7, 2020
SUBJECT: Voter Registrar Appointment

I am requesting that the following item be placed on the December 14, 2020, Town Council agenda for consideration.

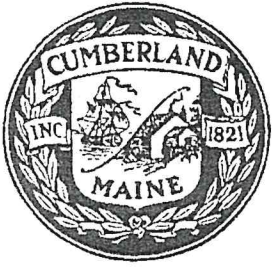
State Statute Title 21-A, §101.2, requires the following, "The municipal officers of each municipality shall appoint a qualified registrar, in writing by January 1st of each odd numbered year.

Thank you.

ITEM

20-107

To authorize the sale of the Town owned gravel pit in North Yarmouth



LANDS AND CONSERVATION COMMISSION

Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

December 3, 2020

Tom Gruber, Chair
Cumberland Town Council
290 Tuttle Road
Cumberland, ME 04021

Dear Mr. Gruber:

Your Lands and Conservation Commission, at its December 2, 2020, meeting, voted unanimously to recommend the Town Council sell the gravel pit in North Yarmouth to the Yarmouth Water District.

Please call if there are questions.

Sincerely,

Mike Schwindt
Chair

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

THIS CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE (the "Contract") is made and entered into by and between **TOWN OF CUMBERLAND**, a municipal corporation organized and existing under the laws of State of Maine, with a mailing address of 290 Tuttle Road, Cumberland, Maine 04021 (the "Seller") and **YARMOUTH WATER DISTRICT**, a Maine quasi-municipal corporation with a mailing address of P.O. Box 419, Yarmouth, Maine 04096 ("Buyer") (Seller and Buyer may be referred to herein singularly as a "Party" or collectively as the "Parties"), effective as of the Effective Date (as defined below).

ARTICLE I DEFINED TERMS AND EXHIBITS

- 1.1 This Contract uses the following terms as defined below:
- a. "Approval Period" means the period commencing with the Effective Date and ending April 1, 2021.
 - b. "Closing" means the consummation of the purchase of the Property by Buyer from Seller in accordance with the terms and provisions of this Contract
 - c. "Closing Date" means the day of the Closing as defined in Section 9.1.
 - d. "Effective Date" means the date the last Party has fully executed copy of this Contract.
 - e. "Lease" means the lease agreement entered in to at Closing between Buyer and Seller for the Leased Parcel.
 - f. "Leased Parcel" means an approximately two (2)-acre portion of Buyer's property located at 262 Greely Road, in the Town of Cumberland, County of Cumberland, and State of Maine, as identified by the Town of Cumberland Tax Assessor as Tax Map R04, Lot 42, as more particularly depicted on the sketch plan attached hereto as Exhibit A and incorporated herein.
 - g. "Permitted Encumbrances" means those exceptions or conditions as are approved or deemed to be approved by Buyer under Section 4.1.
 - h. "Property" means all of Seller's right, title and interest in a certain tract of land, consisting of a gravel pit located off of Sweetser Road, in the Town of North Yarmouth, County of Cumberland, Maine, identified by the Town of North Yarmouth Tax Assessor as Tax Map 005, Lot 005, and as legally described in that certain Deed from Marion B. Small, Oena I. Gorden, and Harry O. Irving to

Seller dated February 9, 1976 and recorded in the Cumberland County Registry of Deeds in Book 3804, Page 298.

- i. "Purchase Price" means the total consideration to be paid by Buyer to Seller for the purchase of the Property under Section 3.1.
- j. "Title Commitment" means the Commitment for Title Insurance issued by the Title Company covering the Property Section 4.1.
- k. "Title Company" means the title insurance company selected by the Buyer to issue the Title Commitment and the Title Policy.
- l. "Title Policy" means the Owner's Policy of Title Insurance issued by the Title Company under Section 4.1.

ARTICLE II AGREEMENT OF PURCHASE AND SALE AND LEASE

2.1 Purchase and Sale; Lease. Upon the terms and conditions of this Contract and in consideration of the respective covenants, warranties and representations contained herein, Seller agrees to sell and convey to Buyer the Property, and all appurtenances relating thereto, and Buyer hereby agrees to buy and take the Property and the appurtenances from Seller, and Buyer agrees to Lease to Seller, and Seller agrees to Lease from Buyer, the Leased Parcel.

ARTICLE III CONSIDERATION

3.1 The Purchase Price. The total amount to be paid by Buyer to Seller for the Property and all appurtenances thereto, subject to adjustment pursuant to the provisions of this Contract, shall be Two Hundred Ninety Thousand Dollars (\$290,000.00) and shall be referred to as the "Purchase Price."

3.2 Payment of Purchase Price. The Purchase Price shall be payable to Seller as follows:

a. within forty-eight (48) hours from the Effective Date, Purchaser shall pay to Seller's counsel, Jeffrey B. Herbert, Esq., Jensen Baird Gardner & Henry, Ten Free Street, Portland, Maine 04101 ("Escrow Agent") the sum of Five Thousand and 00/100 Dollars (\$5,000.00) as a deposit (the "Deposit") by confirmed wire transfer. The Deposit shall be credited against the Purchase Price at the Closing; and

b. on the Closing Date (as defined in Section 9.1), Purchaser shall pay to Seller the sum of Two Hundred Eighty-Five Thousand Dollars (\$285,000.00), subject to adjustment pursuant to the provisions of this Contract, in immediately available funds, by confirmed wire transfer to an account at a bank specified by Seller.

c. The parties acknowledge that Escrow Agent is currently and has previously served as counsel to Seller with the subject matter of this Agreement and shall continue to serve as counsel to Seller in the future. The parties acknowledge and consent to the duties assumed by Escrow Agent hereunder notwithstanding the Escrow Agent's representation of Seller and expressly agree that the assumption of Escrow Agent's duties hereunder shall not disqualify or otherwise preclude it from representation of Seller (including in any dispute or litigation arising hereunder) and that this paragraph shall result in a true escrow. In the event that the Escrow Agent is made a party to any lawsuit in connection with acting as escrow agent, said office shall be entitled to recover its reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

3.3 Lease. As further consideration of the respective covenants, warranties and representations contained herein, at the Closing, subject to the contingency set forth in Section 7.1(d), Buyer and Seller agrees to enter in to the Lease for the Leased Parcel. The material terms of the Lease are set forth on Exhibit B attached hereto and made a part hereof.

3.4 Purchase Price Adjustment. If the Buyer does not obtain PUC Approval, as defined in Section 7.1(d), prior to the expiration of the Approval Period, the Purchase Price for the Property shall be increased to Three Hundred Twenty-Five Thousand Dollars (\$325,000.00).

ARTICLE IV TITLE

4.1 Title Commitment. Buyer, at Buyer's cost, shall have the right to obtain an ALTA Form B Owner's Title Insurance Commitment covering the Property issued by a reputable title insurance company pursuant to which the title company agrees to issue to Buyer, at Closing, an owner's policy of title insurance in the amount of the Purchase Price, consistent with the Commitment. If Buyer shall have any objection(s) with respect to the status of title to the Property as reflected in the Commitment which render title unmarketable or which would interfere with Buyer's intended use of the Property, Buyer must notify Seller of such objections on or before thirty (30) days from the Effective Date of this Contract (the "Buyer's Title Objection Notice"). Any matters shown in the Commitment to which Buyer does not timely object, except as otherwise provided herein, shall be deemed "Permitted Encumbrances". In the event the Commitment reflects any defect or title condition to which Buyer timely objects, then Seller shall be required to use its commercially reasonable efforts to cause all such defects and title conditions to be cured no later than the date which is sixty (60) days following receipt of Buyer's Title Objection Notice ("Seller's Title Cure Period"), it being understood that Seller shall not be obligated to institute litigation in connection with same. Notwithstanding anything to the contrary contained in this Contract, Buyer need not object to and Seller shall, on or before the Closing Date, remove or satisfy (1) judgments against Seller, and (2) other monetary liens (including any mortgages, deeds of trust, mechanic's, materialmen's or vendor's liens with respect to the Property and any real estate tax liens (including improvement district and special

taxing district liens) other than liens for ad valorem taxes and assessments not yet due and payable (collectively, "Monetary Liens"), none of which shall be deemed Permitted Encumbrances.

4.2 Seller's Failure to Perfect Title or Make Property Conform. In the event that Seller, exercising commercially reasonable efforts, does not eliminate all such defects and title conditions as of the expiration of Seller's Title Cure Period, Buyer shall have the option of either: (i) accepting the title "as is", without reduction in the Purchase Price and without claim against Seller therefor, or (ii) terminating this Contract by delivery of written notice thereof to Seller no later than ten (10) days following the expiration of Seller's Title Cure Period, whereupon both parties shall be released from all further obligations under this Contract, unless otherwise specifically set forth herein.

4.3 Buyer's Election to Accept Title. If, during the pendency of this Contract, the Property or any portion thereof shall be taken by any right of eminent domain, or if, during the pendency of this Contract, the Property shall suffer a casualty which has an adverse effect on the Buyer's intended use of the Property, then, in either such event, Buyer may terminate this Contract upon 10 days' prior written notice to Seller. If this Contract shall be so terminated, then the parties shall have no further recourse against one another. The Buyer shall also have the election, at Closing to accept such title as the Seller can deliver to the said Property in their then condition and to pay therefore the Purchase Price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Property shall have been damaged by casualty insured against, then the Seller shall, unless the Seller has previously restored the Property to their former condition, either:

- a. pay over or assign to the Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration, or
- b. if a holder of a mortgage on said Property shall not permit the insurance proceeds or a part thereof to be used to restore the said Property to their former condition or to be so paid over or assigned, give to the Buyer a credit against the Purchase Price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the Seller for any partial restoration.

Upon conveyance of the Property to Buyer, Seller shall also pay over or assign to Buyer any award or claim arising out of any eminent domain taking.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF SELLER

5.1 To the best of Seller's knowledge, Seller represents, warrants, covenants and agrees with Buyer that as of the Effective Date and as of the Closing Date:

a. Seller has and shall have the full right, power and authority to convey the Property to Buyer as provided in this Contract and to carry out its obligations hereunder, and that all required action by the Seller to enter into this Contract and to carry out its obligations hereunder has been, or upon Closing will have been, taken.

b. Seller has received no notice and has no current actual knowledge of condemnation or contemplated condemnation proceedings affecting the Property or any part thereof by any other entity with eminent domain authority.

c. There is no litigation or threatened litigation affecting Seller or the Property that would in any way constitute a lien, claim or obligation of any kind against the Property. Seller will have at the time of Closing good and indefeasible title in fee simple to the Property, free and clear of all encroachments, liens, encumbrances, covenants, conditions, restrictions, rights-of-way, easements and other matters affecting title, except for the Permitted Encumbrances and such liens and security interests that will be released at or before Closing.

d. This Contract and the sale of the Property will not cause to be imposed on the Buyer any liability to withhold any amount pursuant to § 1445 of the Internal Revenue Code (and the implementing regulations).

5.2 Buyer covenants and agrees with Seller that: (i) except as otherwise expressly set forth herein, Buyer is expressly purchasing the Property in its existing condition "**AS IS, WHERE IS, AND WITH ALL FAULTS**" with respect to all facts, circumstances, conditions and defects and with **NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**; (ii) Seller has no obligation to inspect for, repair or correct any such facts, circumstances, conditions or defects or to compensate Buyer for same; (iii) Buyer has previously undertaken all such inspections and investigations of the Property as Buyer deems necessary or appropriate under the circumstances as to the condition of the Property and the suitability of the Property for Buyer's intended use, and based upon same, Buyer is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own agents, legal counsel and officers and Buyer is and will be fully satisfied that the Purchase Price is fair and adequate consideration for the Property; (iv) Seller is not making and has not made any warranty or representation with respect to any materials or other data provided by Seller to Buyer (whether prepared by or for the Seller or others); (v) Seller makes no warranty with respect to the presence on or beneath the land (or any parcel in proximity thereto) of hazardous materials or substances which are categorized as hazardous or toxic under any local, state or federal law, statute, ordinance, rule or regulation pertaining to environmental or substance regulation, contamination, cleanup or disclosure; and (vi) by reason of all the foregoing, Buyer assumes the full risk of any loss or damage occasioned by any fact, circumstance, condition or defect pertaining to the Property except as otherwise set forth herein

Buyer acknowledges that Buyer has inspected the Property, that Buyer is fully familiar with the Property, and but for the "AS IS" nature of the sale, Seller would not have sold the Property to Buyer at the price and on the terms set forth herein:

ARTICLE VI
EXPRESS COVENANTS OF SELLER

6.1 Between the date hereof and the Closing, Seller expressly covenants and agrees that

- a. Seller shall not commit waste of the Property.
- b. Seller shall give to Buyer immediate written notice of the institution of or receipt of notice of any litigation or threatened litigation affecting the Property which would in any way constitute or have the effect of presently or in the future creating a lien, claim or obligation of any kind against the Property.
- c. Seller shall give Buyer immediate notice upon the occurrence of any event, or receipt of any notice, which might give rise to a breach by Seller of any of its representations or warranties set forth in Article 5 above.
- d. Seller shall not impose, nor permit to be imposed upon the Property, any new or additional encumbrances to title and shall discharge, or cause to be discharged, any claims of lien or liens imposed upon the Property on or prior to Closing.
- e. From the Effective Date until Closing, Seller shall: (i) maintain the Property in the same manner as Seller has heretofore done and (ii) not, without the prior written consent of Buyer, enter into any agreement or instrument or take any action that would encumber the Property after Closing, that would bind Buyer or the Property after Closing, or that would be outside the normal scope of maintaining the Property and (iii) promptly furnish Buyer with a copy of all notices of violation of laws or municipal ordinances, regulations, orders or requirements of any state, city or municipal departments or other governmental authorities having jurisdiction over the Property.

ARTICLE VII
CONDITIONS PRECEDENT TO BUYER'S PERFORMANCE

- 7.1 Buyer shall not be obligated to perform under this Contract unless:
- a. Closing Documents. Seller shall have provided to Buyer at Closing, each of the documents required pursuant to Section 9.2(a) hereof, in form and content mutually satisfactory to Buyer and Seller.
 - b. Seller's Warranties, Representations and Covenants. Each of Seller's warranties and representations set forth in Article V hereof are true and correct as of the Effective Date, and remain true as of the Closing Date. Furthermore, as of Closing, Seller shall have performed

all its covenants as set forth in Article VI hereof.

c. No Condemnation. On the Closing Date, no portion of the Property shall have been condemned or sold under threat of condemnation, or is subject to any proceedings for condemnation by any other entity with eminent domain authority.

d. PUC Approval. Buyer shall have until the expiration of the Approval Period to obtain the written approval of the Maine Public Utilities Commission ("PUC Approval") to enter in to the Lease with Seller pursuant to Title 35-A M.R.S.A. §1101. If Buyer does not obtain written PUC Approval prior to the expiration of the Approval Period, Buyer shall not be obligated to enter in to the Lease with Seller at Closing, but Buyer shall be obligated to purchase the Property and perform all other obligations under this Contract subject to the Purchase Price Adjustment as set forth in Section 3.4. Buyer shall provide written evidence of the final decision of the Maine Public Utilities Commission within 5 days of receipt thereof ("PUC Notification").

ARTICLE VIII CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

8.1 Seller shall not be obligated to perform under this Contract unless:

a. Purchase Price. Buyer shall have delivered the Purchase Price to Seller at Closing pursuant to the provisions of Section 3.2.

b. Closing Documents. Buyer shall have provided to Seller at Closing, each of the documents required pursuant to Section 9.2(b) hereof, in form and content mutually satisfactory to Buyer and Seller.

ARTICLE IX CLOSING

9.1 Date and Place of Closing. The Closing hereunder shall take place in the offices of the Escrow Agent, or at such other place as Seller and Buyer may mutually agree. Unless extended by mutual agreement, the Closing Date shall be the earlier of (i) ten (10) days after receipt of the PUC Notification, or (ii) ten days after the expiration of the Approval Period, at the offices of Jensen Baird Gardner & Henry, Ten Free Street, P.O. Box 4510, Portland, Maine 04112-4510, or at such other location and at such other date and time as shall be mutually acceptable to Seller and Buyer.

9.2 Items to be Delivered at the Closing.

a. Seller. At the Closing, Seller shall deliver to Buyer or its assignees, at Seller's cost and expense, the following items:

- i. a Quitclaim Deed with Covenant in accordance with the Short Form Deeds Act, 33 M.R.S.A. §§ 761 et seq, duly executed and acknowledged by Seller, conveying good and indefeasible fee simple title to the Property to Buyer, subject only to the Permitted Exceptions.
 - ii. the Lease.
 - ii. an affidavit executed by Seller satisfactory to evidence that Buyer will not be required to withhold any tax and that no withholding liability exists as of the Closing under Section 1445 of the Internal Revenue Code (and the implementing regulations) or under 36 M.R.S.A. § 5250-A.
 - iii. a written notice, pursuant to 38 M.R.S.A. § 563(6), which notice shall certify to the best of Seller's knowledge that either (i) that there is no underground oil storage facility located on the Property, or (ii) if there is such a facility on the Property, that the facility exists and shall disclose its registration number or numbers, the exact location of the facility, whether or not it has been abandoned in place, and that the facility is subject to regulation by the Board of Environmental Protection.
 - iv. all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller or Seller's counsel may mutually reasonably determine are necessary to the proper consummation of this transaction.
- b. Buyer. At the Closing, Buyer shall deliver to the Seller each of the following items:
 - i. the Purchase Price as provided in Section 3.2;
 - ii. The Lease; and
 - iii. all additional documents and instruments the Title Company may require in order to issue the Title Policy or which Buyer's counsel and Seller or Seller's counsel may mutually reasonably determine are necessary to the proper consummation of this transaction.

9.3 Adjustments at Closing. All normal and customarily proratable items, including real estate taxes, water, sewer, utilities, and fuel, shall be prorated as of the Closing Date, Seller being charged and credited for all of same up to such date and Buyer being charged and credited for all of same on and after such date. If the actual amounts to be prorated are not known as of

the Closing Date, the prorations shall be made on the basis of the best evidence then available, and thereafter, when actual figures are received, a cash settlement will be made between Seller and Buyer. The provisions of this Section 9.3 shall survive the Closing.

9.4 Possession and Closing. Possession of the Property shall be delivered to Buyer by Seller at the Closing.

9.5 Costs of Closing. Seller agrees to pay:

- a. Seller's attorneys' fees; and
- b. all charges incurred by Seller for the procurement, preparation and recording of any releases, waivers, or other instruments required to clear Seller's title to the Property in accordance with the provisions hereof.

Buyer agrees to pay:

- a. the premium for issuance of the Title Policy required under Section 4.1;
- b. Fee for recording the deed;
- c. One-half (½) of the Maine real estate transfer tax in accordance with 36 M.R.S.A. § 4641-A, if applicable; and
- d. Buyer's attorneys' fees;

All other costs, fees, penalties and other expenses incurred at the Closing shall be paid by Seller and/or Buyer as is customarily done in connection with a closing of the type of transaction contemplated by this Contract.

ARTICLE X DEFAULTS AND REMEDIES

10.1 Seller's Defaults; Buyer's Remedies.

a. Seller's Defaults. Seller shall be deemed to be in default hereunder if Seller shall fail to meet, comply with or perform any material covenant, agreement or obligation on its part required under this Contract or any warranty or representation shall become untrue when made or deemed to be made.

b. Buyer's Remedies. In the event Seller shall be deemed to be in default hereunder, Buyer, at Buyer's option and as its sole and exclusive remedies: (i) shall be entitled to terminate this Contract and receive a refund of the Deposit, whereupon the parties hereto shall have no

further obligations to one another hereunder, or (ii) may pursue the remedy of specific performance of this Contract as its sole and exclusive legal remedy. No failure on the part of Buyer to exercise, and no delay in exercising, any right under this section shall not operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

10.2 Buyer's Defaults; Seller's Remedies.

a. Buyer's Default. Buyer shall be deemed to be in default hereunder if Buyer shall fail to meet, comply with or perform any material covenant, agreement or obligation on its part required under this Contract.

b. Seller's Remedy. In the event Buyer shall be deemed to be in default hereunder, Seller shall, as its sole and exclusive remedy, (i) shall be entitled to terminate this Contract whereupon the parties hereto shall have no further obligations to one another hereunder, or (ii) may pursue all available legal and equitable remedies.

ARTICLE XI MISCELLANEOUS

11.1 References. All references to "Article", "Articles", "Section", or "Sections" contained herein are, unless specifically indicated otherwise, references to Articles and Sections of this Contract.

11.2 Exhibits. References to "Exhibits" contained herein, if any, are references to exhibits attached hereto, all of which are made a part hereof for all purposes.

11.3 Captions. The captions, headings and arrangements used in this Contract are for convenience only and do not in any way affect, limit, amplify or modify the terms and provisions hereof.

11.4 Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate and words of any gender shall include each other gender where appropriate.

11.5 Notices. Any notice required or permitted to be given under this Contract shall be in writing and either shall be mailed by certified mail, postage prepaid, return receipt requested, or sent by overnight air courier service, or personally delivered to a representative of the receiving party, or sent by telecopy or electronic mail. Buyer's and Seller's respective addresses for purposes of this Contract, and to which all notices required hereunder shall be sent, are as follows:

(a) If to Seller:

Town of Cumberland
Attention: William Shane
290 Tuttle Road
Cumberland, Maine 04021
E-Mail: wshane@cumberlandmaine.com
Phone: (207) 829-2205
Facsimile No: (207) 829-2224

With a copy to:

Jeffrey B. Herbert, Esq.
Jensen Baird Gardner & Henry
Ten Free Street, P.O. Box 4510
Portland, ME 04112-4510
E-Mail: atibbetts@jbgh.com
Phone: (207) 775-7271
Facsimile No: (207) 775-7935

(b) If to Buyer:

Yarmouth Water District
Attn: Eric Gagnon, Superintendent
181 Sligo Road, P.O. Box 419
Yarmouth, Maine 04096
Phone: (207) 846-5821

With a copy to:

James N. Katsiaficas, Esq.
Perkins Thompson, P.A.
One Canal Plaza, P.O. Box 426
Portland, ME 04112-0426
E-Mail: jkatsiaficas@perkinsthompson.com
Phone: (207) 74-2635
Facsimile No: (207) 871-8026

Any notice so addressed and sent by United States mail or overnight courier shall be deemed to be given on the earliest of (1) when actually delivered, (2) on the first business day after deposit with an overnight air courier service, or (3) on the third business day after deposit in the United States mail, postage prepaid, in each case to the foregoing address of the intended addressee. Any notice so delivered in person shall be deemed to be given when receipted for by, or actually

received by Seller or Buyer, as the case may be. If given by telecopy, a notice shall be deemed given and received when the telecopy is transmitted to the party's telecopy number specified above and confirmation of complete receipt is received by the transmitting party between the hours of 8:00 a.m. and 6:00 p.m. Eastern Time on a business day or on the next business day if not confirmed during such business hours. If given by electronic mail, a notice shall be deemed given and received when the electronic mail is transmitted to the recipient's electronic mail address specified above. Either party may designate a change of address by written notice to the other by giving at least ten (10) days prior written notice of such change of address. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice. Notices given or received by counsel to the Buyer shall be deemed given or received by Buyer and notices given or received by counsel to the Seller shall be deemed given by or received by Seller.

11.6 Governing Law and Venue. This Contract is being executed and delivered and is intended to be performed in the State of Maine, and the laws of such State shall govern the validity, construction, enforcement and interpretation of this Contract, unless otherwise specified herein. Venue for any legal proceeding relating to this Contract shall be Maine Superior Court, Cumberland County.

11.7 Entirety and Amendments. This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the Property and may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

11.8 Invalid Provisions. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws, such provisions shall be fully severable the same as if such invalid or unenforceable provisions had never comprised a part of the Contract; and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Contract. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically as a part of this Contract, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. Notwithstanding anything to the contrary contained herein, if any condition precedent to Buyer's or Seller's obligations hereunder is held to be illegal, invalid or unenforceable under present or future laws, then Buyer or Seller may terminate this Contract by written notice delivered to the other party and, thereafter, the parties hereto shall have no further obligations or liabilities hereunder, one to the other.

11.9 Multiple Counterparts. This Contract may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Contract, it shall not be necessary to produce or account for more than one such counterpart.

11.10 Parties Bound. This Contract shall be binding upon and inure to the benefit of Seller and Buyer and their respective heirs, personal representatives, successors and assigns.

11.11 Risk of Loss. Risk of loss or damage to the Property or any part thereof by fire or any other casualty from the Execution Date up to the time of delivering the Warranty Deed transferring title to the Property to Buyer will be on Seller and thereafter will be on Buyer.

11.12 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller to Buyer, Seller and Buyer agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be necessary to consummate the transactions contemplated hereby.

11.13 Time of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Contract. If the final day of any period of any date of performance under this Contract falls on a Saturday, Sunday or legal holiday, then the final day of said period or the date of performance shall be extended to the next business day thereafter.

11.14 Real Estate Brokerage. Buyer and Seller each warrant and represent to the other that it has not dealt or negotiated with any broker in connection with this transaction. Each Party hereby agrees to indemnify and hold the other party hereto harmless from and against any and all claims, demands, causes of action, loss, costs and expenses (including reasonable attorneys' fees and disbursements, as incurred) or other liability arising from or pertaining to any brokerage commissions, fees, or other compensation, which may be due any brokers or persons claiming to have dealt with such party in connection with this transaction.

11.15 Survival. All covenants and agreements contained herein and intended to be performed subsequent to any Closing hereunder shall survive the execution and delivery of the deed and other closing documents required hereby and shall specifically not be deemed to be merged into or waived by any instrument of Closing, but shall expressly survive and be binding upon Seller and Buyer. Any liability of Seller for misrepresentation or breach of warranty contained herein shall survive the execution and delivery of the deed and other closing documents required hereby, shall specifically not be deemed to be merged into or waived by any instrument of Closing, and such liability shall expressly survive and be binding upon Seller.

IN WITNESS WHEREOF, the undersigned have executed this Contract as of the day and year first above set forth.

[Remainder of Page Intentionally Left Blank; Signatures on Next Page]

SELLER: TOWN OF CUMBERLAND

Witness

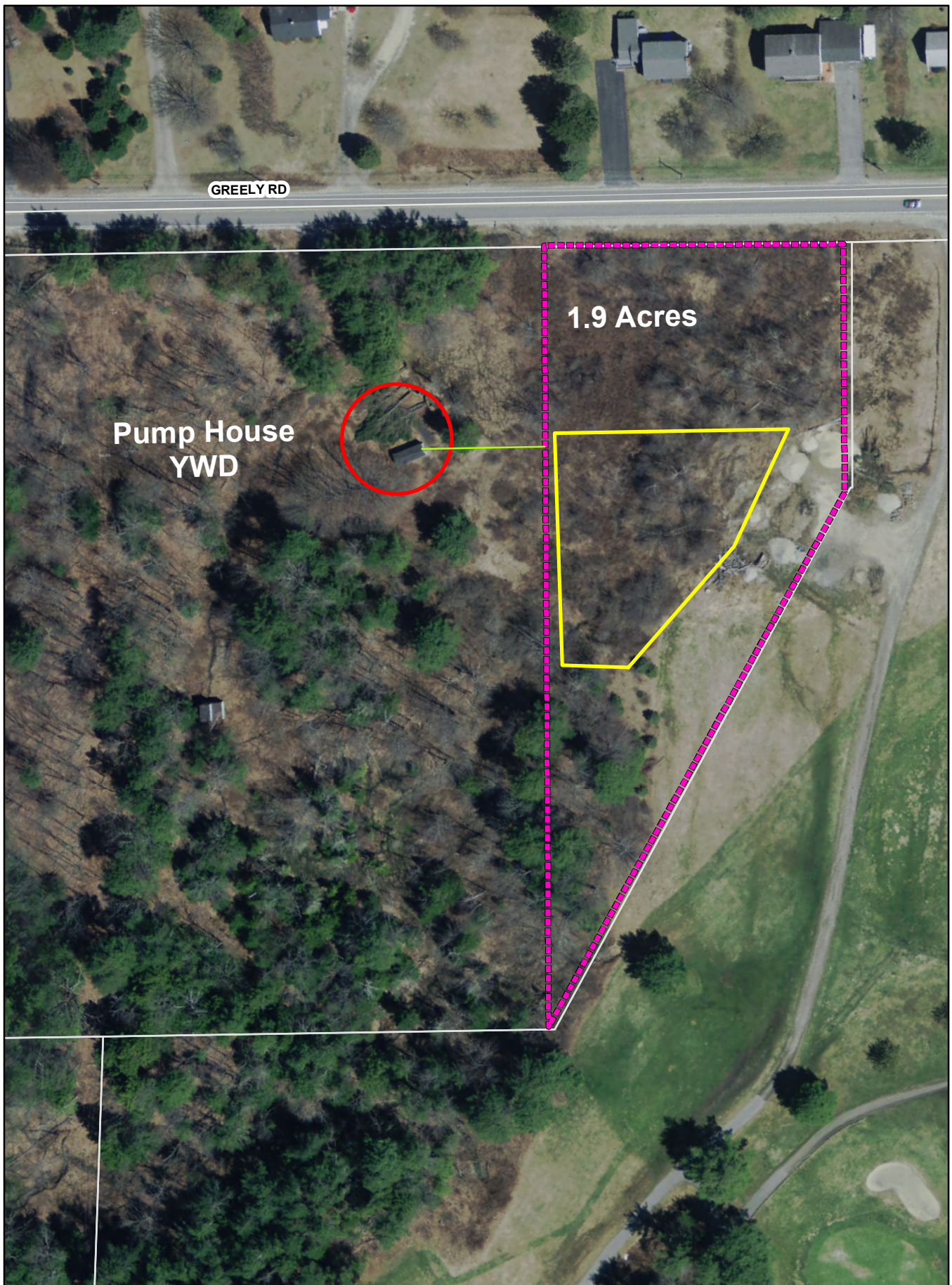
By: _____
Print Name: William Shane
Its: Town Manager
Date: _____

BUYER: YARMOUTH WATER
DISTRICT

Witness

Eric Gagnon, Superintendent
Date: _____

EXHIBIT A
(Sketch of Leased Parcel)



GREELY RD

1.9 Acres

Pump House
YWD

100 50 0 100 Feet



1 inch = 100 feet

EXHIBIT B
(Lease Terms)

- The initial term of the Lease shall be for ninety-nine (99) years from the effective date of the lease, and shall automatically renew for two (2) additional 99 -year terms, unless Seller provides written notice of its intent not to renew the Lease at least 90 days prior to the expiration of the initial term or the extended term of the Lease. The rent shall be \$1 per year.
- **Restrictions to use of Leased Parcel**
 - a. no hazardous materials
 - b. no chemicals
 - c. No fertilizers or herbicides
 - d. no road salt
 - e. no motorized equipment with motors or fluids
- **Allowable uses of Leases Parcel.** Storage of plows, sanders, pipe, aggregates, concrete supplies such as catch basins or manholes, frames and grates, chains, or other public works or golf course related equipment **that do not have any fluids** that may be hazardous to the Aquifer.

The surface of the leased area can be paved with hot bituminous pavement; or gravel, sand, fill, or reclaim.

- The Buyer shall have the right at any time to inspect the Leased Parcel for compliance with the above terms.

ITEM

20-108

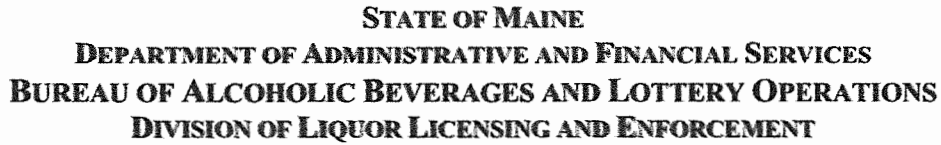
To set a Public Hearing date of December 28th to consider and act on a
Liquor License renewal for Cumberland House of Pizza

Application not returned yet

ITEM

20-109

To set a Public Hearing date of December 28th to consider and act on a
Liquor License renewal for Flannel Shirt Food Company, LLC
d/b/a Cumberland Food Company



All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Legal Business Entity Applicant Name (corporation, LLC):	Business Name (D/B/A):
Flannel Shirt Food Company, LLC	Cumberland Food Company
Individual or Sole Proprietor Applicant Name(s):	Physical Location:
	371 Tuttle Rd #1 Cumberland ME 04021
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different:
Mailing address, if different from DBA address:	Email Address:
	Cumberlandfoodco@gmail.com
Telephone # Fax #:	Business Telephone # Fax #:
XXXXXXXXXX	(207)829-4250
Federal Tax Identification Number:	Maine Seller Certificate # or Sales Tax #:
81-449-0052	1182428
Retail Beverage Alcohol Dealers Permit:	Website address:
	www.cumberlandfoodco@gmail.com

1. New license or renewal of existing license? ☐ New Expected Start date: _____
☒ Renewal Expiration Date: 12/31/2020
2. The dollar amount of gross income for the licensure period that will end on the expiration date above:
Food: \$ 360,000.00 Beer, Wine or Spirits: \$ 6,400.00 Guest Rooms: _____
3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)
☒ Malt Liquor (beer) ☒ Wine ☐ Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Restaurant
(Class I, II, III, IV) | <input type="checkbox"/> Class A Restaurant/Lounge
(Class XI) | <input type="checkbox"/> Class A Lounge
(Class X) |
| <input type="checkbox"/> Hotel
(Class I, II, III, IV) | <input type="checkbox"/> Hotel – Food Optional
(Class I-A) | <input type="checkbox"/> Bed & Breakfast
(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary | <input type="checkbox"/> Mobile Cart |
| <input type="checkbox"/> Tavern
(Class IV) | <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Qualified Caterer | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

371 Tuttle Rd #1 Cumberland ME 04021

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No

7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
Bryan Dame	XXXXXX	Massachusetts
Kelsey Pettengill	SSSSSSSS	New Hampshire

Residence address on all the above for previous 5 years	
Name	Address:
Kelsey Pettengill & Bryan Dame	XXXXXX, Saco
Name	Address:
	363 Tuttle Rd Cumberland Me
Name	Address:
	XXXXXX, New Gloucester
Name	Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☒ Yes ☐ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

Tuttle Rd Associates, LLC 6 Hemlock Drive, Cumberland ME 04021

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: _____

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Alcohol is Stored in the hallway between the front dining room and rear dining room,

Some Beers are kept cold in the cooler as well.

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Greely School System

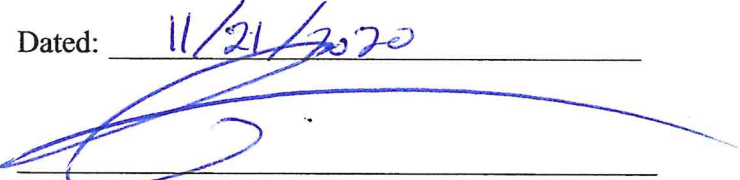
Distance: 0.50

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 11/21/2020



Signature of Duly Authorized Person

Signature of Duly Authorized Person

BRYAN DAME

Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its [Retail Beverage Alcohol Dealers](https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers) permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

<u>Class of License</u>	<u>Type of liquor/Establishments included</u>	<u>Fee</u>
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

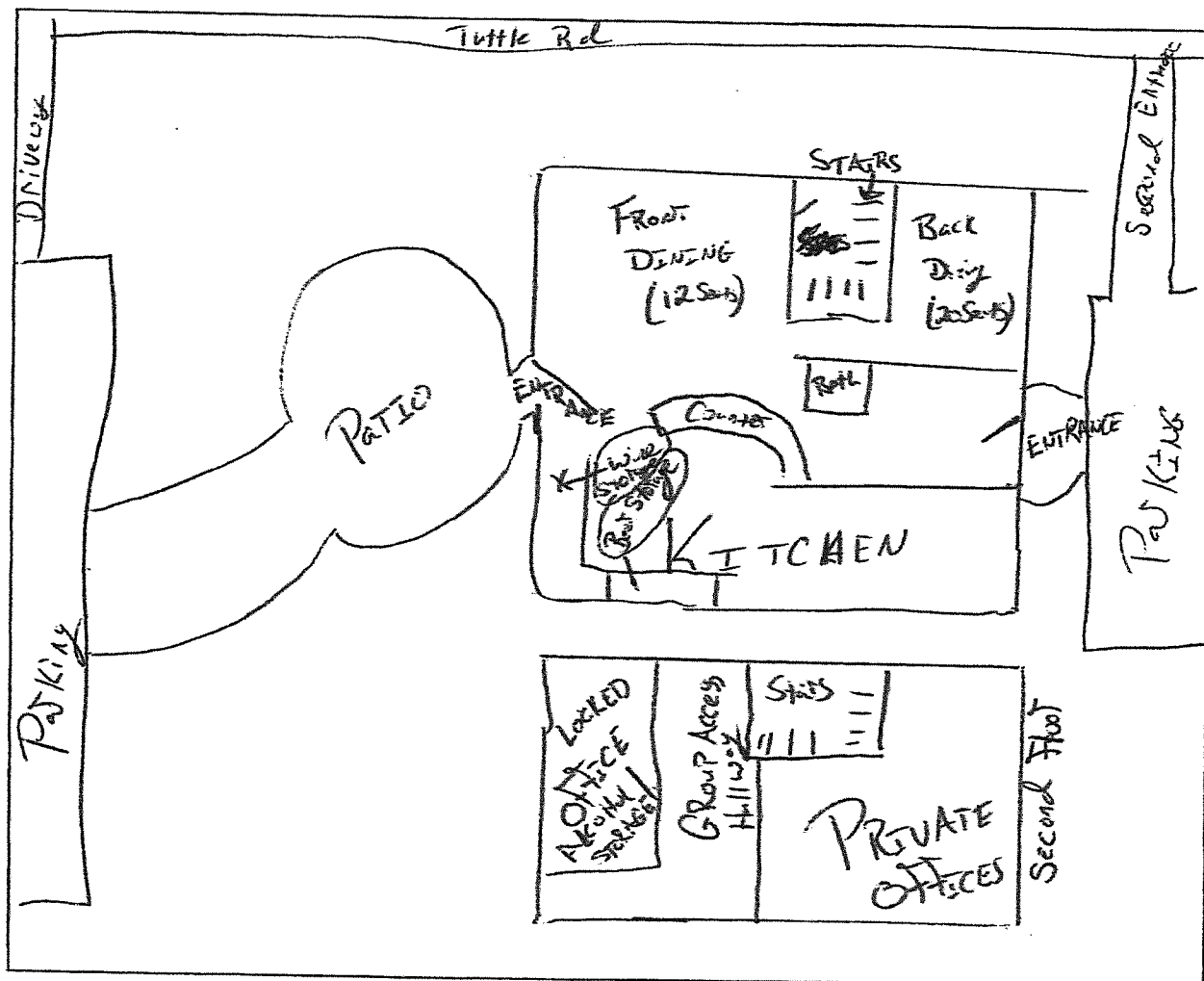
Bureau of Alcoholic Beverages and Lottery Operations
 Division of Liquor Licensing & Enforcement
 8 State House Station, Augusta, ME 04333-0008
 10 Water Street, Hallowell, ME 04347
 Tel: (207) 624-7220 Fax: (207) 287-3434
 Email Inquiries: MaineLiquor@maine.gov

DIVISION USE ONLY	
<input type="checkbox"/>	Approved
<input type="checkbox"/>	Not Approved
BY: _____	

ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.



Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: Flannel Shirt Food Company, LLC
2. Doing Business As, if any: Cumberland Food Company
3. Date of filing with Secretary of State: 11/23/2020 State in which you are formed: ME
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
Bryan Dame	Saco, Cumberland, New Gloucester	11/23/1978	Owner	100.0000

(Ownership in non-publicly traded companies must add up to 100%.)

ITEM

20-110

To set a Public Hearing date of December 28th to consider and act on
Liquor License renewal for Louie's Grille



STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS: Yes <input type="checkbox"/> No <input type="checkbox"/>	

Section I: Licensee/Applicant(s) Information;
Type of License and Status

Legal Business Entity Applicant Name (corporation, LLC): LOUIE'S GRILLE LLC	Business Name (D/B/A): LOUIE'S GRILLE
Individual or Sole Proprietor Applicant Name(s): Jim Guinan	Physical Location: 319 Main Cumberland Me 04021
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: _____
Mailing address, if different from DBA address:	Email Address: jguinan@maine.com
Telephone # Fax #: 207-489-9087 → none	Business Telephone # Fax #: 207-489-9087
Federal Tax Identification Number: 46-2666810	Maine Seller Certificate # or Sales Tax #: 1164980
Retail Beverage Alcohol Dealers Permit: CAR-2014-7757	Website address: louiesgrille.com

1. New license or renewal of existing license? ☐ New Expected Start date: _____

☒ Renewal Expiration Date: _____

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:

Food: 400,000 Beer, Wine or Spirits: 54,000 Guest Rooms: x/k

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)

☒ Malt Liquor (beer)

☒ Wine

☒ Spirits

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Restaurant
(Class I, II, III, IV) | <input type="checkbox"/> Class A Restaurant/Lounge
(Class XI) | <input type="checkbox"/> Class A Lounge
(Class X) |
| <input type="checkbox"/> Hotel
(Class I, II, III, IV) | <input type="checkbox"/> Hotel – Food Optional
(Class I-A) | <input type="checkbox"/> Bed & Breakfast
(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary | <input type="checkbox"/> Mobile Cart |
| <input type="checkbox"/> Tavern
(Class IV) | <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Qualified Caterer | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

319 Main - Cumberland Maine

6. Is the licensee/applicant(s) citizens of the United States? ☒ Yes ☐ No
7. Is the licensee/applicant(s) a resident of the State of Maine? ☒ Yes ☐ No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

☒ Yes ☐ No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

☐ Yes ☒ No

☐ Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

☐ Yes ☒ No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? ☐ Yes ☒ No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
James P. Guidi	8/27/1977	Portland Me

Residence address on all the above for previous 5 years

Name	Address:
James P. Guidi	2222 2222 2222 2222 N. Yarmouth Me
Name	Address:
Name	Address:
Name	Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

☐ Yes ☒ No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? ☐ Yes ☒ No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? ☐ Yes ☐ No

17. Does the licensee/applicant(s) own the premises? ☐ Yes ☒ No

If No, please provide the name and address of the owner:

Flash Island Inc. 220 Maine Mall Rd
S. Portland 04106

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: Nil

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Same as previous year

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Greely High School

Distance: 1000 + FT.

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 12/3/20

[Signature]
Signature of Duly Authorized Person

Jama P. Girdi
Printed Name Duly Authorized Person

Signature of Duly Authorized Person

Printed Name of Duly Authorized Person

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? ☐ Municipal Officers of _____

☐ County Commissioners of _____ County

- ☐ **Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

Section V: Fee Schedule

Filing fee required. In addition to the license fees listed below, a filing fee of \$10.00 must be included with all applications.

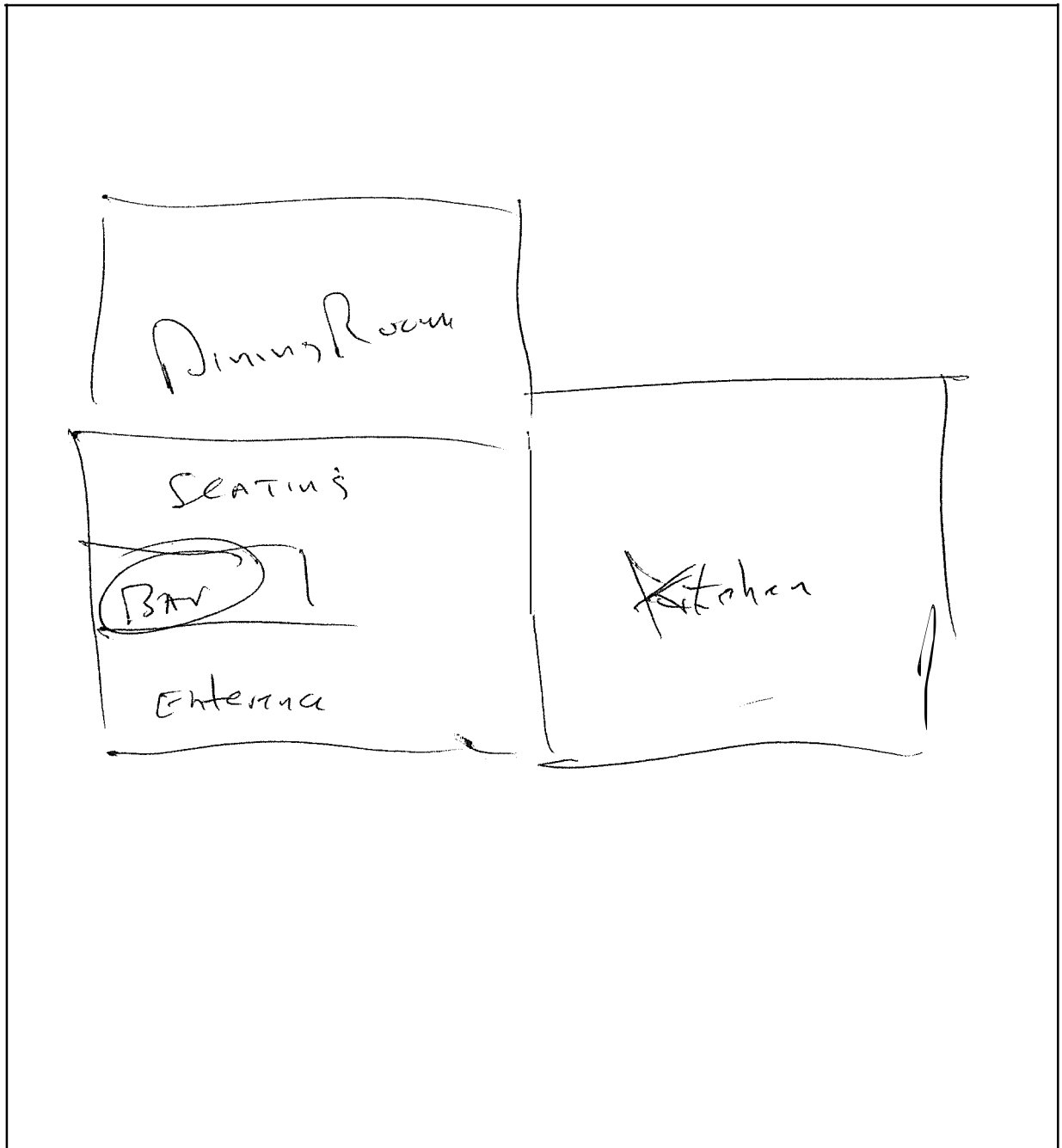
Please note: For Licensees/Applicants in unorganized territories in Maine, the \$10.00 filing fee must be paid directly to County Treasurer. All applications received by the Bureau from licensees/applicants in unorganized territories must submit proof of payment was made to the County Treasurer together with the application.

Class of License	Type of liquor/Establishments included	Fee
Class I	For the sale of liquor (malt liquor, wine and spirits) This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers	\$ 900.00
Class I-A	For the sale of liquor (malt liquor, wine and spirits) This class includes only hotels that do not serve three meals a day.	\$1,100.00
Class II	For the Sale of Spirits Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; and Vessels.	\$ 550.00
Class III	For the Sale of Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class IV	For the Sale of Malt Liquor Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	\$ 220.00
Class III and IV	For the Sale of Malt Liquor and Wine Only This class includes: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Courses; Hotels; Indoor Ice-Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	\$ 440.00
Class V	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Club without catering privileges.	\$ 495.00
Class X	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Class A Lounge	\$2,200.00
Class XI	For the sale of liquor (malt liquor, wine and spirits) This class includes only a Restaurant Lounge	\$1,500.00

Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

1. Exact legal name: Louies Gulle LLC
2. Doing Business As, if any: Louies Gulle
3. Date of filing with Secretary of State: 2013 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
James Gaidi	XXXXXXXXXXXXX N. Yarmouth	5/20	Manage Owner	100%

Page 11 of 11

ITEM

20-111

To set a Public Hearing date of December 28th to consider and act on amendments to Chapter 315 (Zoning), Section 2 (Purpose) and Section 4 (Word Usage and Definitions – Agriculture) of the Cumberland Code, as recommended by the Planning Board

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

20-112

To set a Public Hearing date of December 28th to consider and act on amendments to Chapter 229 (Site Plan Review) to add agriculture related language to the Cumberland Code, as recommended by the Planning Board

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

20-113

To set a Public Hearing date of December 28th to consider and act on 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), of the Cumberland Code, to change the abutter notice radius from 300 to 500 feet,
as recommended by the Planning Board

§ 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