

AGENDA

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, January 11, 2021

6:00 P.M. Workshop

7:00 P.M. Call to Order

6:00 P.M. WORKSHOP re: Amendments to Fees & Fines (Yard Waste Facility) and Council Rules and Regulations

I. CALL TO ORDER

II. APPROVAL OF MINUTES

December 28, 2020

III. MANAGER'S REPORT

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

21 – 001. To hear a report from Tax Assessor, John Brushwein re: FY2023 Revaluation.

21 – 002. To consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, a zone change request from Michael Record and Andrew Hagerty to change a portion of Map U20/Lot 66 from the VCC zone to the VOC 1 zone, as recommended by the Ordinance Committee.

21 – 003. To hold a Public Hearing to consider and act on an amendment to the Credit Enhancement Agreement with Integrative Health Center of Maine to add 15 Sky View Holdings, LLC.

21 – 004. To appoint a member to the Planning Board and Cumberland Housing Authority.

21 – 005. To authorize the Code Enforcement Officer to execute a Consent Agreement with the owners of 273 Middle Road.

VI. NEW BUSINESS

VII. BUDGET REPORT

VIII. ADJOURNMENT

MINUTES

Cumberland Town Council Meeting
Town Council Chambers

MONDAY, December 28, 2020

6:15 P.M. Finance Committee Meeting

6:45 P.M. TIF 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 Storey-King, seconded by Councilor Vail, to accept the December 14, 2020 meeting minutes as presented.

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

II. MANAGER'S REPORT

Trash routes will be changing in January. The new trash routes are listed on Channel 2 and 1301 and are listed by street name. This information can also be found on the Town website. This was necessary because the trash routes have become so large because our Town is growing.

We will be advertising for a Senior Accountant position later this week. The Finance Committee has approved filling this position.

III. PUBLIC DISCUSSION

None

IV. LEGISLATION AND POLICY

20 – 114 To update the Rines Forest Management Plan, as recommended by the Lands & Conservation Commission.

Sally Stockwell, of the Lands and Conservation Forestry subcommittee, explained that the Town Council has already approved the Rines Forest Management Plan. The substance of the plan is the same, but 2 parcels have been added to Rines Forest since the plan was originally adopted and the amendments reflect the additional parcels.

Chairman Gruber asked for any public comment.

No public comment.

Motion by Councilor Vail, seconded by Councilor Foster, to update the Rines Forest Management Plan, as recommended by the Lands & Conservation Commission.

VOTE: 7-0 UNANIMOUS

20 – 115 To hear a report from the Social Justice Committee.

Councilor Storey-King said that the committee will look at a couple of different things in regard to our community: 1) how to have conversations about social justice and injustices, and 2) look at the Town's policies to be sure that they enable access to equity among certain populations. Her intention for the committee is that their work is productive, inclusive, positive, respectful, and do the work with open minds and open hearts. She hopes that this will set the tone for some of the work to be done. She thanked Councilor Foster for preparing the presentation.

Councilor Foster presented the following:

Social Justice Committee

12/28/20 – 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

Committee Structure

- Councilors Edes, Foster, and Storey-King – Plus 1?
- Small Group Workshops – lead by councilors with community representatives

Phase 1: Council & Department Heads Workshops

- Objective:
 - Establish common language
 - Baseline communication rules of engagement
- 2 Separate Workshops in January/February
 - Conduct prior to Council meetings
 - Privilege and Identities- Maine Intercultural Communication Consultants www.maineintercultural.com
 - Communication and Conflict Resolution
 - Family & Community Mediation www.maineefcm.org
 - Offering resource connection

Phase 2: Community Workshops

- Similar objective to town leadership sessions
- Imperative to ensure productive public workshops in Phase 3
- Multiple workshops through the winter
 - Hope to be able to support in-person as well as virtual sessions

3 Phase: Equity Review, Task Forces & On-Going Efforts

- Equity Review – Blind Spot Identification
 - Blind spot = gap between intent and impact
 - Community Feedback – anonymous survey
 - Racial Bias Audit
- Small Group Task Forces: Prioritize blindspots & Recommend changes
 - Diverse perspectives & problem solving approach achieve BETTER recommendation
- Establish repeatable review and addressing of new or evolving blind spots
- Empower community to bring both "blind spots" and solutions

External Resources – Mediation & Conflict Resolution

- Family & Community Mediation www.mainebcm.org
 - Supporting with Conflict Resolution resource connections as well
- Maine Association of Mediators www.maineinmediators.org

External Resources – 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
- Maine Humanities Council www.mainehumanities.org
- Cook Ross www.cookross.com
 - Co-create solutions that help advance inclusion, diversity, equity and accessibility within organizations

Logistics

- Budget:
 - Community & Family Mediation:
 - Phase 1: Conflict Resolution & Communication
 - Phase 2: Community Sessions
 - What makes sense for the community roll-out?
 - What are the objectives of the community roll-out based on the outcome of Phase 1?
 - Education: Maine Intercultural Communication Consultants www.maineintercultural.com
 - Phase 1: Council Members and Department Heads
 - Phase 2: Public Workshops
- Timeline
 - Phase 1: January
 - Phase 2: Series offered starting March and April
 - Phase 3: Small Group Projects April/July

Town Manager Shane said that the Council should consider using the contingency budget and allow this committee to use up to \$5,000 at a time and reporting back to the Council monthly to advise them what is happening and what is on the horizon. The committee needs money to get the word out and hire speakers, etc.

Steve Moriarty of 12 Oak Street said that he is our State Representative and has just been appointed as a member of the Judiciary Committee, which is the primary Committee that has jurisdiction over anything related to civil rights, social justice, or topics of that nature. As they get into their work, if the Social Justice Committee needs to know anything about what legislation is pending in Augusta, he is glad to help with this.

Motion by Councilor Turner, seconded by Councilor Copp, to allocate up to \$5000 from the contingency budget for this stage of the Social Justice Committee's consideration.

VOTE: 7-0 UNANIMOUS

20 – 116 To hold a Public Hearing to consider and act on a Liquor License renewal for Cumberland House of Pizza.

Town Manager said that the application is complete, and staff is recommending approval.

Chairman Gruber opened the Public Hearing.

Public discussion: none

Chairman Gruber closed the Public Hearing.

Motion by Councilor Edes, seconded by Councilor Storey-King, to approve the Liquor License renewal for Cumberland House of Pizza.

VOTE: 7-0 UNANIMOUS

20 – 117 To hold a Public Hearing to consider and act on a Liquor License renewal for Flannel Shirt Food Company, LLC d/b/a Cumberland Food Company.

Town Manager said that the application is complete, and staff is recommending approval.

Chairman Gruber opened the Public Hearing.

Public discussion: none

Chairman Gruber closed the Public Hearing.

Motion by Councilor Edes, seconded by Councilor Storey-King, to approve the Liquor License renewal for Flannel Shirt Food Company, LLC d/b/a Cumberland Food Company.

VOTE: 7-0 UNANIMOUS

20 – 118 To hold a Public Hearing to consider and act on a Liquor License renewal for Louie's Grille.

Town Manager said that the application is complete, and staff is recommending approval.

Chairman Gruber opened the Public Hearing.

Public discussion: none

Chairman Gruber closed the Public Hearing.

Motion by Councilor Edes, seconded by Councilor Storey-King, to approve the Liquor License renewal for Louie's Grille.

VOTE: 7-0 UNANIMOUS

20 – 119 To appoint John Brushwein as Tax Assessor for the period of January 1, 2021 through December 31, 2023.

Town Manager Shane explained that our Town Charter requires the appointment of the Tax Assessor every three years.

Motion by Councilor Vail, seconded by Councilor Copp, to appoint John Brushwein as Tax Assessor for the period of January 1, 2021 through December 31, 2023.

VOTE: 7-0 UNANIMOUS

20 – 120 To appoint members to Boards & Committees.

Motion by Councilor Turner, seconded by Councilor Copp, to reappoint:

Sally Pierce and Amanda Vigue to the Board of Adjustments and Appeals

Deb Gray and Sally Pierce to the Aging in Place Committee

Shaun Alfreds and Peter Garsoe to the Board of Assessment Review

Robert Johnson and Mike Schwindt to the Coastal Waters Commission

Janene Gorham to the Housing Authority

David Young to the Lands & Conservation Commission
Linda Putnam to the Forest Subcommittee
Stephen Fitzgerald to the Trails Subcommittee

Amy Amico, Bill Hansen and Sally Pierce to the Parks & Recreation Commission

Katherine Brooks and James Clifford to the Personnel Appeals Board

Linda Draper, Tom Foley and Eli Rivers to the Prince Memorial Library Advisory Board

Peter Garsoe and Ralph Oulton to the Shellfish Conservation Commission

To appoint:

Amanda Billing to the Board of Assessment Review

Matt Grondin to the Lands & Conservation Commission
John Leavitt to the Lands & Conservation Forest Subcommittee
Shaun Breton to the Lands & Conservation Trails Subcommittee
Brian Stearns to the Lands & Conservation Trails Subcommittee
John Stewart to the Lands & Conservation Trails Subcommittee

Paul Sokoloff to the Shellfish Conservation Commission

VOTE: 7-0 UNANIMOUS

20 – 121 To approve increasing the number of Prince Memorial Library Board members from 8 to 11, as recommended by the Nominating Committee.

Town Manager Shane said that when the Nominating Committee appointed Bill Stiles to the Library Board, the bylaws had to be amended to increase the voting members. The amendment requires Council approval.

Chairman Gruber asked for any public comment.

No public comment.

Motion by Councilor Storey-King, seconded by Councilor Copp, to approve increasing the number of Prince Memorial Library Board members from 8 to 11, as recommended by the Nominating Committee.

VOTE: 7-0 UNANIMOUS

20 – 122 To hold a Public Hearing 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. TABLED TO JANUARY

Town Manager Shane explained that the Planning Board meeting last month was set up at as Zoom meeting and there were technical difficulties. The meeting was cancelled and postponed to January and this item and the next two items had to be tabled.

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

VOTE: 7-0 UNANIMOUS

20 – 123 To hold a Public Hearing 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. TABLED TO JANUARY

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

VOTE: 7-0 UNANIMOUS

20 – 124 To hold a Public Hearing 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. TABLED TO JANUARY

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

VOTE: 7-0 UNANIMOUS.

20 – 125 To set a Public Hearing date of January 11th to consider and act on an amendment to the Credit Enhancement Agreement with Integrative Health Center of Maine to add 15 Sky View Holdings, LLC.

Town Manager Shane explained that the TIF Committee met before the meeting this evening to review this and voted unanimously to approve the amendments to this Credit Enhancement Agreement. He recommended January 11th for the Public Hearing.

Motion by Councilor Vail, seconded by Councilor Copp, move to set a Public Hearing date of January 11th to consider and act on an amendment to the Credit Enhancement Agreement with Integrative Health Center of Maine to add 15 Sky View Holdings LLC.

VOTE: 7-0 UNANIMOUS

V. NEW BUSINESS

Councilor Edes – He asked the Manager where the proceeds from the sale of the North Yarmouth gravel pit will go.

Town Manager Shane said that it will go into the land acquisition reserve account.

Councilor Edes said that he is still concerned about the railroad quiet zone issue. There are many residents whose quality of life is impacted by the noise. He plans to bring this up again during the budget discussions.

He wished everybody a happy new year.

Councilor Storey-King – She congratulated Councilor Edes on his son Ryan's military recognition on Christmas Day.

Thank you to all the citizens of Cumberland who went above and beyond with their Christmas lights. She and her mother drove around Town looking at the lights. Her mother was touched and said that she is so glad to live in Cumberland.

Councilor Vail – He acknowledged the work of the Town employees over the past year. Everyone has put in the extra effort and pulled together to keep the Town safe. He extended a heartfelt thank you.

He suggested posting the COVID danger in Town, much like the fire danger sign. This would remind people that we do have cases in our community, and we should all operate in a safe manner to protect each other.

Chairman Gruber – The food pantry served over 80 families last week. Thank you to the volunteers who make it happen every week.

Councilor Foster – The Communications Committee has obtained a quote for the postcard mailing which came in at just under \$1,800.00. They will be mailed out mid-January.

Prince Memorial Library is starting a 4-week series entitled “Race Through the Lens of Fiction”. It will start on January 13th. They are young adult books, but it is open to everybody.

Happy new year.

Councilor Turner – His father was a teacher, and his philosophy was that a good teacher should teach young people how to think, not what to think. That philosophy filters everything in his thought process. In regard to the Social Justice Committee’s work, the conclusion that we should be thinking about is that the process may be instrumental in teaching people how to think about the problem with their own thought process around biases, etc. There is a huge group of people in this country who are worried about schools taking the place of parents and teaching kids about morality. It is the parent’s job to teach their children morals, not the schools.

Councilor Copp – This is a tough time of year for many people who have lost loved ones or friends over the past year. We should reflect on those who were lost. We are very fortunate to live in a great community and he wished everyone a happy new year.

VI. ADJOURNMENT

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

VOTE: 7-0 UNANIMOUS

TIME: 8:08 P.M.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

ITEM

21-001

To hear a report from Tax Assessor, John Brushwein re:
FY2023 Revaluation

Town of Cumberland



Assessment Ratio and Revaluation Presentation Town Council Meeting January 11, 2021

Town of Cumberland Tax Assessor

John E. Brushwein, CMA

Maine Statutory Requirement and Assessment Standards

STATUTORY REQUIREMENT

- Annual Sales Ratio Studies

ASSESSMENT STANDARDS

- Minimum Assessment Ratio = 70%
- Maximum Assessment Ratio = 110%
- Maximum Level of Assessment Quality = 20 (Quality Rating)

Ratio Study Purpose

- Measure and evaluate the level of assessment uniformity.
- Assist in judging if Statutory performance standards are met.
- The certified assessment ratio is used by the State to adjust all municipal valuations to 100% annually. The 100% valuation is then used in determining State Aid for Education, State Revenue Sharing, and County funding.

Sales Ratio Definitions

- **Assessment Ratio** = Assessed Value / Sale Price
- **Average Ratio** = Average of all Assessment Ratios in the central 70% of a Sales Ratio Study
- **Deviation** = Difference of individual ratio from the average Assessment Ratio
- **Average Deviation** = Average of all deviations in the study
- **Quality Rating** = Average Deviation / Average Ratio

Assessment Ratio & Deviation

- Property assessed at \$300,000 sells for \$400,000
- Assessment Ratio = $\$300,000 / \$400,000$ or 75%
- Developed Parcel Average Ratio (Total up ratios in sample and divide by the number in the sample 77%)
- Deviation = Average Ratio less individual ratio (77-75) or 2 %
- Quality Rating = average deviation / average ratio
 $7.84 / 77 = 11$

Ratio Terms

- Certified Ratio is the overall ratio between assessed value and market value for all property in the municipality as determined by Maine Revenue Services through the annual audit.
- Declared Ratio is the overall ratio of assessed value to market value as determined by the municipality within 10% of the Certified Ratio. State Statute requires that all exemptions and Current use values be factored by the declared ratio.

Stratified 2021 Sales Ratio Analysis 7/18 -6/19

Combined Assessment Ratio – 86%

- West Cumberland - AVG Ratio – 88%
Quality Rating – 8
- Cumberland Center - AVG Ratio – 85%
Quality Rating – 10
- Cumberland Foreside - AVG Ratio – 88%
Quality Rating – 6
- Condominiums - AVG Ratio – 84%
Quality Rating - 11

Stratified 2022 Sales Ratio Analysis 7/2019 - 6/2020

Combined Assessment Ratio – 83%

- West Cumberland - AVG Ratio – 86%
Quality Rating – 9
- Cumberland Center - AVG Ratio – 81%
Quality Rating – 13
- Cumberland Foreside - AVG Ratio – 84%
Quality Rating – 12
- Condominiums - AVG Ratio – 85%
Quality Rating - 9

Stratified 1/1/20 – 12/31/20 Sales Ratio Analysis

Combined Assessment Ratio – 75%

- West Cumberland - AVG Ratio – 78%
Quality Rating – 11
- Cumberland Center - AVG Ratio – 75%
Quality Rating – 12
- Cumberland Foreside - AVG Ratio – 76%
Quality Rating – 13
- Condominiums - AVG Ratio – 74%
Quality Rating - 11

2020

Median Residential Sale Price

■ Statewide -	\$270,000
■ Cumberland Center -	\$425,500
■ Cumberland Foreside -	\$680,000
■ West Cumberland -	\$382,500

Assessment Ratio Results

- The most recent Assessment Ratio of 75% in the developed parcel analysis and Quality Rating of 13 are within State Standards. If the current market trend continues the Town will fall below the 70% minimum ratio requirement. The rising quality rating indicates a reduction in assessment uniformity.

2018 Property Inventory Update

- Over 2300 properties experienced some value change (both positive and negative adjustments) resulting in a total valuation change of approximately \$22,500,000
- The changes corrected property data that was previously erroneous, inconsistent, and in some cases omitted. No assessment valuation schedules were changed.
- Building costs have increased and land sale prices have also increased since the last revaluation.

Revaluation Project

- The goal of revaluation is to bring all assessments to 100% of Fair Market Value.
- Revaluation does not raise new tax dollars.
- Typically, revaluations result in 1/3 of taxpayers seeing an increase in taxes, 1/3 staying essentially the same, and 1/3 seeing a decrease in taxes.
- If the average ratio is 73%, those that are at the average see little to no change, those below the average result in an increase and those above the average result in a decrease.

Revaluation Cost Estimates

- Complete Revaluation – complete inspection of properties; create new land and building valuation schedules and depreciation schedules based on market analysis; conduct field review to assure consistency and accuracy of valuations, send notices, and conduct informal hearings with taxpayers including reinspection where necessary and finalization of valuations.
Project time frame 6/2022 – 7/2023

\$302,100.00

Assessor Assisted Revaluation

- Assessor assisted Revaluation – assist assessor in development of appraisal schedules including sales analysis, construction cost development, and depreciation schedules.
- Assist with field review of 3684 parcels (3269 developed) to assure consistency and accuracy of valuation model.
- Assist with informal hearings with taxpayers and finalization of valuations - \$170,000.00

Revaluation Proposal

- Budget 50% of estimated contractor assisted valuation equalization project FY 2022.
(\$85,000.00)
- Budget remaining 50% FY 2023.
(\$85,000,00)
- Begin revaluation project Spring of 2022
with completion prior to July 1, 2023.

ITEM

21-002

To consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, a zone change request from Michael Record and Andrew Hagerty to change a portion of Map U20/Lot 66 from the VCC zone to the VOC 1 zone, as recommended by the Ordinance Committee

Date: 12/21/20

To: Town of Cumberland

Re: Possible Zone Change from VCC to VOC1

Please allow this letter and attachments as my official request to seek a small portion of my neighbors land (+/- 68,698 SF) to be reassigned from VCC to VOC1 (Both commercial zones).

The goal of this zone change would allow me to add 4, 1 BR Units (each with garage) to the Emerald Commons subdivision. This zone change would only be for me to gain the square footage to my lot and the acquired land would not be developed or disturbed in any way.

Some pros to this project would be:

- *Adding 4, one bedroom single story rental units, which is much needed in Cumberland.
- *Adding more taxes for the town without adding children to the schools.
- *Would not upset the neighbors with construction on Old Gray Rd as there would not be any construction on Old Gray Rd of any kind.
- *Could provide a needed drainage easement to the town for future use/maintenance on Old Gray Rd.
- *No new road access would be needed as these units would utilize the existing Emerald Drive.
- *Would utilize water line installed by the town years ago on Gray Rd.

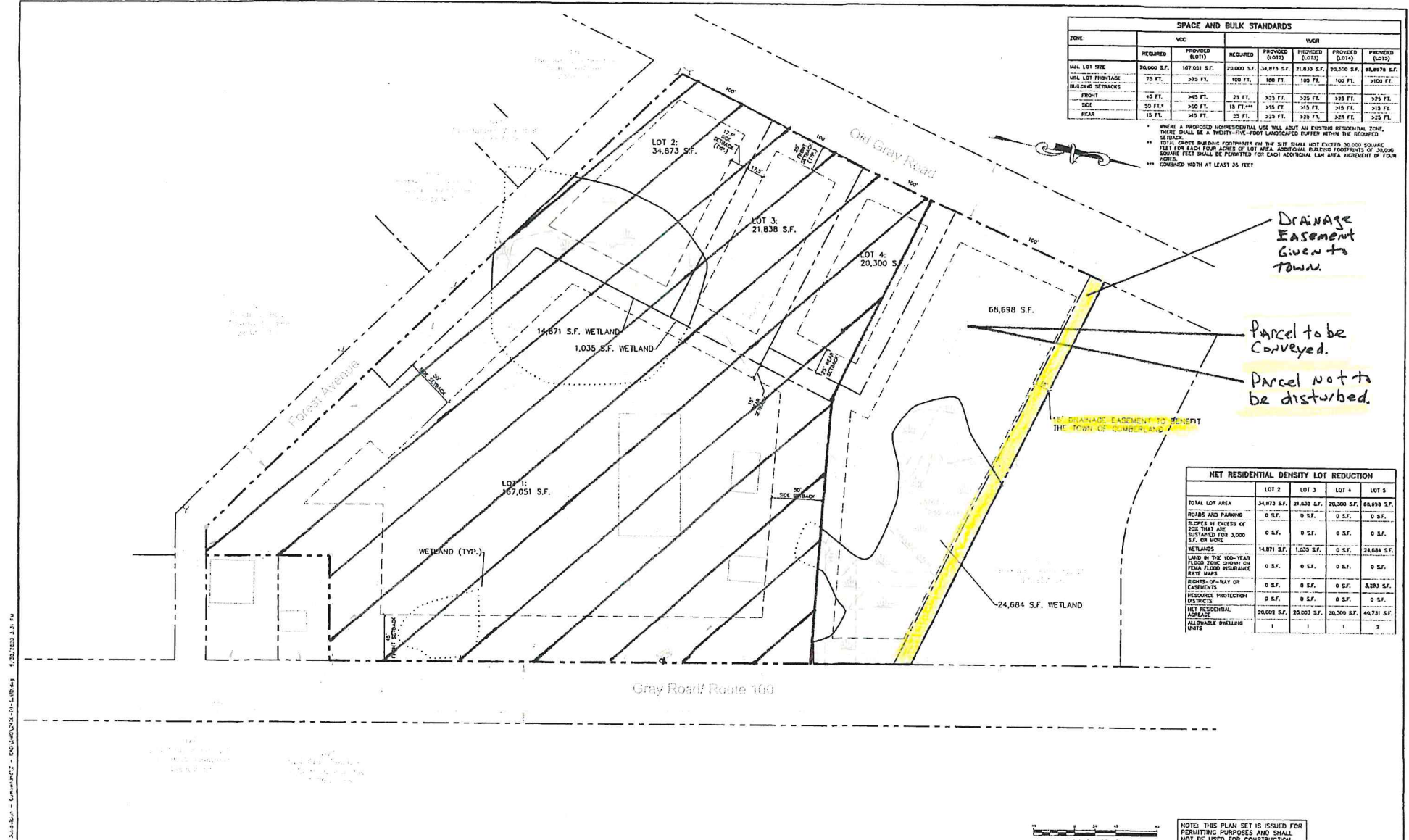
I look forward to the process and am available at any time to meet and or talk on the phone.

Respectfully,

A handwritten signature in black ink, appearing to be 'Andy Hagerty', written over a horizontal line.

Andy Hagerty
Emerald Commons
5 & 6 Emerald Drive
Cumberland, ME
207-232-6231





SPACE AND BULK STANDARDS						
ZONE	VEE		WVR			
	REQUIRED	PROVIDED (LOT1)	REQUIRED	PROVIDED (LOT2)	PROVIDED (LOT3)	PROVIDED (LOT4)
MAX. LOT WIDE	20,000 S.F.	167,051 S.F.	20,000 S.F.	34,873 S.F.	21,838 S.F.	20,300 S.F.
MIN. LOT FRONTAGE	75 FT.	275 FT.	100 FT.	100 FT.	100 FT.	100 FT.
BUILDING SETBACKS						
FRONT	<5 FT.	345 FT.	25 FT.	325 FT.	325 FT.	325 FT.
SIDE	50 FT.*	250 FT.	15 FT.***	315 FT.	315 FT.	315 FT.
REAR	15 FT.	215 FT.	25 FT.	325 FT.	325 FT.	325 FT.

* WHERE A PROPOSED NONRESIDENTIAL USE WILL ADJACENT AN EXISTING RESIDENTIAL ZONE, THERE SHALL BE A TWENTY-FIVE-FOOT LANDSCAPED BUFFER WITHIN THE REQUIRED SETBACK.
** TOTAL GROSS BUILDING FOOTPRINTS FOR THE SITE SHALL NOT EXCEED 30,000 SQUARE FEET FOR EACH FOUR ACRES OF LOT AREA. ADDITIONAL BUILDING FOOTPRINTS OF 30,000 SQUARE FEET SHALL BE PERMITTED FOR EACH ADDITIONAL LOT AREA INCREASING BY FOUR ACRES.
*** COMBINED WIDTH AT LEAST 35 FEET


NET RESIDENTIAL DENSITY LOT REDUCTION					
	LOT 2	LOT 3	LOT 4	LOT 5	
TOTAL LOT AREA	34,873 S.F.	21,838 S.F.	20,300 S.F.	68,698 S.F.	
ROADS AND PARKING	0 S.F.	0 S.F.	0 S.F.	0 S.F.	
SLOPES IN EXCESS OF 10% THAT ARE SUSTAINED FOR 3,000 S.F. OR MORE	0 S.F.	0 S.F.	0 S.F.	0 S.F.	
WETLANDS	14,871 S.F.	1,035 S.F.	0 S.F.	24,684 S.F.	
LAND IN THE 100-YEAR FLOOD ZONE SHOWN ON FEMA FLOOD INSURANCE RATE MAPS	0 S.F.	0 S.F.	0 S.F.	0 S.F.	
RIGHT-OF-WAY OR EASEMENTS	0 S.F.	0 S.F.	0 S.F.	3,283 S.F.	
RESOURCE PROTECTION DISTRICTS	0 S.F.	0 S.F.	0 S.F.	0 S.F.	
NET RESIDENTIAL AREAS	20,000 S.F.	20,000 S.F.	20,300 S.F.	40,731 S.F.	
ALLOWABLE DENSITY UNITS	1	1	1	2	

10/10/2023 2:30 PM
C:\Users\Barnard\Documents\Projects\107772515\107772515.dwg
10/10/2023 2:30 PM

Rev.	Date	Revision

Issued For	Date	By

Design: BD Layout: CW Date: JUNE 2023
Checked: DWP Scale: 1"=40' App. No.: 210401
File Name: 107772515.dwg
This plan shall not be modified without written permission from Gorrell Palmer. Any alterations, authorized or otherwise, shall be at the user's sole risk and without liability to Gorrell Palmer.

**GORRELL PALMER**

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107.772.2515

Drawing Name:
Preliminary Lot Division Plan

Project:
Board Barn
Cumberland, Maine

Client:
Michael Record
2 Riverside Drive, Falmouth, Maine 04105

ITEM

21-003

To hold a Public Hearing to consider and act on an amendment to the
Credit Enhancement Agreement with Integrative Health Center of Maine
to add 15 Sky View Holdings, LLC

AMENDMENT TO CREDIT ENHANCEMENT AGREEMENT

THIS AMENDMENT TO CREDIT ENHANCEMENT AGREEMENT dated as of _____, 202049, is by and between the Town of Cumberland, Maine (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine, and Integrative Health Center of Maine, a Maine limited liability company, its successors and assigns to the extent permitted under Article VII hereof (the "Developer").

WITNESSETH THAT

WHEREAS, the Town designated TIF District #3, the Cumberland Foreside Village Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Council held on July 23, 2007 (the "Orders") and pursuant to the same Orders adopted a development program and financial plan for the District, and the Town amended the District, development program and financial plan on January 23, 2012 by adopting the First Amendment to the Town of Cumberland TIF District #3 Municipal Development and Tax Increment Financing Development Program (the "First Amendment") (collectively the "Development Program"); and

WHEREAS, the Maine Department of Economic and Community Development ~~has~~ reviewed and accepted the District and the Development Program by letters dated March 26, 2008 and March 28, 2012; and

WHEREAS, the ~~Development Program contemplates the execution and delivery of a credit enhancement agreement between the Town and the Developer, and the~~ Town and the Developer ~~desire and intend that this executed a~~ Credit Enhancement Agreement ~~be and constitute a credit enhancement agreement~~ as contemplated by and described in the Development Program on August 12, 2019 pursuant to the approval of the Town Council by vote on February 25, 2019; and

WHEREAS, the ~~Developer now desires to assign a portion of its interest to the Company of the Developer's Property as defined in Article 1 herein and the~~ Town Council of the Town has approved the ~~execution amendment~~ of this Credit Enhancement Agreement by vote on February 25, 2019 ~~for such purpose, and the Project described herein.~~

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS; INTERPRETATIONS

Section 1.1. Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Agreement" shall mean this Credit Enhancement Agreement between the Town and the Developer.

"Company" means 15 Sky View Holdings, LLC d/b/a McLeod Ascanio, CPA.

Formatted: Not Highlight

"Current Assessed Value" shall mean the assessed value of the Developer's Property (Developer's Unit), as certified by the municipal assessor as of April 1st of each year of the term of this Agreement. For purposes of this Agreement, the Current Assessed Value shall specifically exclude the assessed value of any personal property now or hereafter located in the District.

"Developer" means Integrative Health Center of Maine, LLC, a Maine limited liability company, its successors and assigns.

"Developer's Project Cost Account" means the Developer's Project Cost Sub-Account established and maintained pursuant to Article II hereof and the Development Program that is applicable to the Developer's Property (Developer's Unit) and this Credit Enhancement Agreement.

"Developer's Property" means the real estate shown as "Commercial Lot 2" on the Fourth Amended Subdivision Plan of Cumberland Foreside Village, dated January 26, 2017 and recorded in the Cumberland County Registry of Deeds, Plan Book 217, Page 85, owned by Developer and described in the deed from Cumberland Foreside Village LLC recorded in the Cumberland County Registry of Deeds, Book 31931, Page 68, also shown as Lot 11-2 on the Town of Cumberland Tax Map R01, together with all buildings and improvements now or hereafter located thereon but excluding any personal property now or hereafter located thereon.

"Developer's Property (Developer's Unit)" means Unit #1 of the Developer's Property.

"Development Program" means the development program for the District as adopted by the Cumberland Town Council at meetings held on July 23, 2007 and January 23, 2012.

"Development Program Fund" means the development program fund described in the Financial Plan section of the Development Program.

"District" means TIF District #3, the Cumberland Foreside Village Municipal Development and Tax Increment Financing District designated pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Council held on July 23, 2007 and January 23, 2012.

"Financial Plan" means the financial plan described in the "Financial Plan" Section of the Development Program.

"Fiscal Year" means July 1 to June 30 of each year or such other fiscal year as the Town may from time to time establish; for purposes of this Agreement, the first Fiscal Year or Fiscal Year 1 means the Fiscal Year commencing July 1, 2019 and ending June 30, 2020.

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value of the Developer's Property (Developer's Unit) exceeds the Original Assessed Value (Developer's Share). For purposes of this Agreement, the Increased Assessed Value shall specifically exclude any tax increment on any property in the District other than Developer's Property (Developer's Unit), and shall also exclude any personal property now or hereafter located in the District. If the Current Assessed Value is equal to or less than the Original Assessed Value (Developer's Share) in any year, there is no Increased Assessed Value in that year.

"Original Assessed Value" means \$49,400, the assessed value of the Developer's Property as of March 31, 2007 (April 1, 2006), as set forth in the Development Program.

"Original Assessed Value (Developer's Share)" means initially \$24,700, an amount equal to half of the Original Assessed Value of the Developer's Properties determined as of March 31, 2007 (April 1, 2006).

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"Project" means the following improvements to be constructed on Developer's Property: a new medical office to house 12 – 14 independent medical practitioners and three to four staff members.

"Project Costs" means any expenditures or monetary obligations incurred or expected to be incurred that are authorized by section 5225, subsection 1 of Title 30-A of the Maine Revised Statutes and included in the Project.

"Property Taxes" means any and all ad valorem real property taxes levied, charged or assessed against the Developer's Property (Developer's Unit) (but excluding personal property taxes) by the Town, or on its behalf.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"Tax Increment" means the Property Taxes assessed by the Town and paid by the Developer within the meaning of Section 3.1 of this Agreement, in excess of any state, county or special district tax, upon the Increased Assessed Value of the Developer's Property (Developer's Unit), but excluding all personal property taxes and excluding real property taxes on any other real property in the District.

"Tax Increment (Developer's Share)" means that portion of the Tax Increment, for each year during the term of this Agreement, solely with respect to Developer's Property (Developer's Unit) (specifically excluding any tax increment on any other real property now or hereafter located in the District and specifically excluding any Tax Increment on any personal property), which are to be deposited by the Town in the Developer's Project Cost Account, to the extent provided in Section 3.1(b) of this Agreement and paid to the Developer pursuant to this Agreement. The Tax Increment (Developer's Share) for each year of the term of this Agreement shall be calculated as follows with respect to Developer's Property (Developer's Unit): First, the amount of the Tax Increment shall be determined by subtracting the real Property Tax for such year on the Original Assessed Value (Developer's Share) from the total real Property Tax for such year on the Current Assessed Value for such year; Second, 0.50 shall be multiplied by the Tax Increment, and the product thereof shall constitute the Tax Increment (Developer's Share) for such year. Notwithstanding the foregoing, the total payments by the Town to the Developer– pursuant to this Agreement, combined with any payments made to the Company under the Credit Enhancement Agreement between the Town and 15 Sky View Holdings, LLC dated _____, determined on a cumulative basis, shall not exceed \$500,000, and thus as soon as the cumulative amounts of Tax Increment (Developer's Share) equal such \$500,000 amount, thereafter the Tax Increment (Developer's Share) shall equal zero (0).

"Tax Payment Date" means the date(s) on which Property Taxes levied by the Town are due and payable.

"Town" means the Town of Cumberland, Maine, a municipality duly organized and existing under the laws of the State of Maine.

Section 1.2. Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

Section 1.3. Town Costs. The Developer shall pay or reimburse the Town for all reasonable out-of-pocket fees, expenses and other charges of the Town and its outside consultants, including the Town's attorneys and other consultants, in connection with the preparation, review, negotiation, approval, execution, administration, enforcement and carrying out of this Agreement. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement.

ARTICLE II: DEVELOPER'S PROJECT COST ACCOUNT AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund. The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as "TIF District #3, the Cumberland Foreside Village Municipal Development and Tax Increment Financing District Program Fund" (the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program. The Development Program Fund shall consist, as described in the Development Program, of a Project Cost Account and a Sinking Fund. The Development Program Fund Project Cost Account shall consist of and be separated into separate sub-accounts or funds for each Credit Enhancement Agreement entered with respect to property in the District, and one of such sub-accounts shall be the Developer's Project Cost Account and a separate sub-account shall be established as the Town's Project Cost Account. The Sinking Fund, the Town's Project Cost Account and each sub-account for each Credit Enhancement Agreement entered with any person or entity other than Developer shall be the sole and exclusive property of the Town and shall not be subject in any way to the terms or provisions of this Agreement.

Section 2.2. Liens. The Town shall not create any liens, security interests or encumbrances of any nature whatsoever with respect to the Developer's Project Cost Account, other than the interest of the Developer granted under this Agreement in and to the amounts on deposit in the Developer's Project Cost Account, provided, however, nothing herein shall prohibit creation of real and personal property tax liens on the Developer's ~~P~~roperty (Developer's Unit) in accordance with, and entitled to the priority provided under, Maine law and any trustee process, attachment and judgment liens and other liens obtained in accordance with applicable law.

Section 2.3. Deposits into Developer's Project Cost Account. The Town shall deposit into the Developer's Project Cost Account, within 15 days after each payment of Property Tax and other taxes described in Section 3.1 hereof during the term of this Agreement an amount equal to that portion thereof constituting the Tax Increment (Developer's Share) for the period or year to which the payment relates and shall allocate the amount so deposited to fund fully and pay the payments due to Developer under Article III of this Agreement. All interest and earnings on the Tax Increment (Developer's Share) prior to and after deposit thereof into the Developer's Project Cost Account shall be the sole property of the Town and shall be free and clear of any interest of the Developer under this Agreement.

Section 2.4. Monies Held in Trust. Subject to the terms of this Agreement, all monies required to be deposited into the Developer's Project Cost Account to fund payments to Developer under the provisions hereof and the provisions of the Development Program (excluding all interest and investment earnings thereon), shall be held by the Town, in trust, for the benefit of the Developer in accordance with the provisions of this Agreement.

Section 2.5. Investments. The monies in the Developer's Project Cost Account may be invested and reinvested in Qualified Investments as determined by the Town. The Town shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the Town shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The Town shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer's Project Cost Account.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Credit Enhancement Payments. (a) The term of this Agreement shall commence on the later of July 1, 2019, and shall end on the earlier of (i) March 25, 2038, or (ii) the date on which the total payments of Tax Increment (Developer's Share) by the Town to Developer, its successors or assigns, pursuant to this Agreement, combined with any payments made to the Company under the Credit Enhancement Agreement between the Town and 15 Sky View Holdings, LLC dated _____, determined on a cumulative basis, equal \$500,000, ~~determined on a cumulative basis~~. Commencing with the first Fiscal Year, the Town agrees to pay to the Developer within 30 days following each Tax Payment Date or the date payment of Property Tax is actually received by the Town with respect to Developer's Property (Developer's Unit), whichever is later, payments equal to the Tax Increment (Developer's Share) for each Fiscal Year of the Town during the term of this Agreement.

(b) Notwithstanding Section 3.1(a), the amounts payable thereunder shall be due and payable only if: (i) all real property taxes and assessments and all personal property taxes that are due and payable with respect to the Developer's Property (Developer's Unit) have been paid in full and (ii) all real property taxes and assessments and all personal property taxes that are due and payable with respect to any other real and personal property owned by the Developer, its successors and assigns, in the Town have been paid in full. If any of such property taxes are not paid when due, the property taxes actually paid by Developer, its successors and assigns shall, first, be applied to taxes due on account of Original Assessed Value (Developer's Share), second to any personal property taxes with respect to any personal property located on the Developer's Property (Developer's Unit), third, to any real property and personal property of Developer, its successors and assigns located outside of the District and, fourth, to make the deposits to the Developer's Project Cost Account. If such property taxes and assessments are not paid when due, the Town may withhold and suspend all payments under this Agreement until such property taxes and assessments and all interest thereon and other costs relating thereto are paid in full. In addition, if the Developer institutes any tax abatement proceeding with respect to any Property in the District, the Town may withhold and suspend all payments of the Tax Increment (Developer's Share) with respect to the amount of value of the items of Property subject to the abatement proceeding, and shall deposit the withheld amount into a separate interest bearing escrow account. Upon final action and completion of such abatement proceeding, the proper amount (based on the results of the abatement proceedings plus an allocable share of the interest accrued thereon) held in escrow account shall be paid to the Developer.

(c) The Developer agrees that all payments made by the Town to the Developer pursuant to this Agreement will be used and applied to either pay debt service on indebtedness incurred to finance "Project Costs" as that term is defined under Act and described in the Development Program or used to pay directly,

amortize or reimburse Developer for payment of, qualified Project Costs. The Town shall be required to make payments under this Agreement only upon receipt of satisfactory documentation that the amounts are being paid for Project Costs, which documentation shall be in the form of properly completed certificates, executed by the Developer in the form attached hereto as Schedule A.

(d) Developer covenants and agrees that in the event that title to Developer's Property (Developer's Unit) is hereafter transferred to any entity exempt from the payment of Property Taxes, including, without limitation, any charitable corporation or the State of Maine or any agency or authority thereof, then the owner of the Developer's Property (Developer's Unit), as a covenant running with the land, shall be obligated to pay to the Town each year during and after the expiration or termination of this Agreement, an amount equal to (a) 100% of the Property Taxes that would be assessed by the Town on the Developer's Property (Developer's Unit), as if and under the assumption that the Developer's Property (Developer's Unit) were fully taxable and owned in fee by Developer and not exempt from Property Taxes, less (b) solely during the term of this Agreement, the portion of the amounts described in the preceding clause (a) that would have been payable to the Developer, or its successors and assigns, under Section 3.1(a) if the Developer's Property (Developer's Unit) had remained taxable. The covenants in this paragraph shall survive expiration or termination of this Agreement.

Section 3.2. Failure to Make Payment. In the event the Town should fail to, or be unable to, make any of the payments required under the foregoing provisions of this Article III, the amount so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall be entitled to initiate an action against the Town to specifically enforce its obligations hereunder, including without limitation the Town's obligation to establish and maintain the Developer's Project Cost Account and deposit the Tax Increment (Developer's Share) into the Developer's Project Cost Account established thereunder and make required payments to Developer.

Section 3.3. Manner of Payments. The payments provided for in this Article III shall be paid directly to the Developer in the manner provided hereinabove for the Developer's own use and benefit by check drawn on the Town.

Section 3.4. Obligations Unconditional. Except as otherwise provided in this Agreement or as required by applicable law, the obligations of the Town to make the payments described in this Agreement shall be absolute and unconditional, and the Town shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer, other than by reason of and to the extent provided in a final judgment by a court of competent jurisdiction or by reason of an order of Trustee Process or Attachment. The Town hereby acknowledges that the Developer has the right to enforce the contractual obligations of the Town under this Agreement and that the governmental immunity of the Town does not apply to actions to enforce its contractual obligations; provided however, that nothing herein shall constitute a waiver of the Town's tort immunity or any other governmental immunities.

Notwithstanding the foregoing, the Town reserves the right to terminate this Agreement upon receipt of a final judgment by a court of competent jurisdiction to the effect that this Agreement or the Development Program (or the designation of the District) adopted in connection herewith or any payment made thereunder or hereunder is or would be illegal or invalid or not properly authorized. In addition, the Town may setoff any amount found by the court of competent jurisdiction to be due to the Town from the Developer or from the owner of the Developer's Property (Developer's Unit). Except as provided in subsection 3.1(b) and subsection 2.3, the obligations of the Town to make payments hereunder shall be absolute and irrevocable, irrespective of any rights of set-off, recoupment or counterclaim.

The Developer agrees to defend, indemnify, pay, reimburse and hold the Town, its councilors, officers, agents and employees, harmless from any and all claims, suits, liabilities, actions, proceedings and expenses, including, without limitation, attorneys fees and expenses and accountant's fees and expenses, arising out of this Agreement, or any claim of illegality or invalidity of this Agreement or the Town's approval of this Agreement or out of the Town's preparation and participation in this Agreement except that such indemnity shall not apply to the extent any such claims or actions arise out of the Town's negligence or misconduct, or to the extent that the Town has breached any material obligations hereunder.

Section 3.5. Limited Obligation. The Town's obligations under this Agreement, including the Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from the Tax Increment (Developer's Share) actually paid by the Developer with respect to Property owned by the Developer in the District and actually received by the Town and required to be deposited in the Developer's Project Cost Account in accordance with the terms of this Agreement and pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from such Tax Increment (Developer's Share) actually paid by the Developer with respect to Property in the District and actually received by the Town. This Agreement shall not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Developer's Project Cost Account established under this Agreement.

Section 3.6. Calculation of Retained Tax Increment. The Town and the Developer shall maintain records which are adequate to calculate the Tax Increment and the Tax Increment (Developer's Share), and shall cooperate with each other in making such calculations. Annually, within 30 days of the payment of Property Tax by Developer, the Town shall calculate the amount of Tax Increment and the Tax Increment (Developer's Share) for that year. If the Developer does not object to such calculations within 120 days of receipt thereof or of any payment of Tax Increment (Developer's Share) for such year, the calculations shall be final and binding on all parties.

Section 3.7. Revaluation. In the event there is a Town-wide revaluation of taxable property within the Town, the Original Assessed Value shall be increased in proportion to any Town-wide increase, in property values resulting from such revaluation.

Section 3.8. Payments to the Town. The Developer shall pay to the Town an annual administrative fee equal to 1/2% of the Tax Increment paid by the Town to the Developer pursuant to this Agreement in the year in question, which payment shall be made in equal installments each year in the form of a setoff on the same dates as the Tax Increment for that year is paid by the Town to the Developer.

ARTICLE IV: PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Developer's Project Cost Account. In consideration of this Agreement and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge to the Developer the Developer's Project Cost Account and all sums of money and other securities and investments therein. This pledge and the provisions of Section 2.4 hereof shall not apply to any interest and investment earnings on the Developer's Project Cost Account, all of which shall be the absolute property of the Town, free and clear of any interest of the Developer.

Section 4.2. Perfection of Interest. The Town shall cooperate with the Developer, if requested in writing by Developer, in causing appropriate financing statements and continuation statements naming the Developer or the holder of a first mortgage on Developer's Property (Developer's Unit) or other security interest in Developer's rights and interest hereunder, as pledgee of all such amounts from time to time on deposit in the Developer's Project Cost Account to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. To the extent reasonably deemed necessary by the Developer, the Town will at such time and from time to time as requested by Developer establish the Developer's Project Cost Account Fund described in Section 2.3(b)(i) hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein on terms reasonably satisfactory to the Town.

Section 4.3. Further Instruments. The Town shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the Town or require any payment or expense by the Town (unless paid by Developer) or discharge either party or change any provision of this Agreement.

Section 4.4. No Disposition of Developer's Project Cost Account. Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Developer's Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records. All books, records and documents in the possession of the Town relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Development Program Fund and the Developer's Project Cost Account shall at all reasonable times be open to inspection by the Developer and its agents. All books, records and documents of the Developer reasonably necessary to the verification of Project Costs shall at all reasonable times be open to inspection by the Town, and its agents, provided, however, that any information reasonably designated by Developer as proprietary shall be inspected, to the extent permitted by law, in a manner so as to preserve the confidential nature of such information.

ARTICLE V: DEFAULTS AND REMEDIES

Section 5.1. Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default": (a) any failure by the Town or the Developer to pay any amounts due hereunder when the same shall become due and payable except as provided in subsection (c) below; (b) any failure by the Town to make deposits into the Developer's Project Cost Account as and when due; or (c) any failure by the Town or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; provided, however, that this subsection (c) shall not be construed to include Developer's failure to pay property taxes for any reason as an Event of Default hereunder.

Section 5.2. Remedies on Default. Whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party may take whatever action at law in at equity as may appear necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder or under applicable law. Developer also

has the right to exercise any rights or remedies available to a secured party under Maine law. Neither party has the right to terminate this Agreement based on an Event of Default.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Event of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Event of Default be continued or repeated.

Section 5.4. Enforcement Rights. The Town and Developer agree that each party hereto shall have the right to initiate a legal proceeding to enforce the specific performance of this Agreement, it being understood and agreed that this Agreement is a material inducement to the Developer continuing its pursuit of the Project.

Section 5.5. Tax Laws. The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the Town and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's Pproperty (Developer's Unit).

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ARTICLE VI: TERM AND TERMINATION

Section 6.1. Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire upon the performance of all obligations on the part of the Town and the Developer hereunder or upon any earlier termination as provided in this Agreement. The Town shall have the right to terminate this Agreement by written notice to the Developer in the event of any change in the use of the Developer's Property (Developer's Unit) without the prior written consent of the Town, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 6.2. Cancellation and Expiration of Term. At the termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII: ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1 Consent to Pledge and/or Assignment. The Town hereby acknowledges that it is the intent of the Developer to pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this intention, the Town does hereby consent and agree to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement (provided that such collateral assignment shall be effective only as long as the assignee holds a first mortgage on the Developer's Property (Developer's Unit)) and in, and to the payments to be made to

Developer hereunder, to a bank or other financial institution regularly engaged in making commercial loans as collateral or security for financing the Development Property, on one or more occasions during the term hereof. The Town agrees to execute and deliver any assignments, pledge assignments, consents or other confirmations on terms reasonably satisfactory to the Town (including that any pledge or secured party succeeding to Developer's rights hereunder assume in writing, in form satisfactory to the Town, the obligations of Developer under this Agreement) required by the prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledge or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.2. Other Assignments. The Developer shall also have the right and obligation to transfer and assign its rights under this Agreement to any person or entity that acquires title to the Developer's Property (Developer's Unit), provided, that (a) such owner assumes in writing, in form satisfactory to the Town, the obligations of Developer under this Agreement; and (b) prior to any such assignment, Developer shall obtain the written consent of the Town. In making any request for such written consent of the Town, the Developer shall submit such information as the Town may reasonably request relating to the identity of the proposed assignee and their plans regarding use of the Developer's Property (Developer's Unit). Such consent shall not be unreasonably withheld, delayed or conditioned. In the event that such written consent is not given, upon transfer of title to the Developer's Property (Developer's Unit), this Agreement and all rights of Developer, its successors and assigns under this Agreement shall terminate.

Section 7.3. Conditions. Notwithstanding Section 7.1 and Section 7.2, the Developer shall not have the right to transfer and assign all or any portion of its rights in, to and under this Agreement, except to the then owner of, or holder of a first mortgage on, the Developer's Property (Developer's Unit).

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Successors. In the event of the dissolution of the Town or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and the Developer any right, remedy or claim under or by the reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

Section 8.3. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal and invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability. (a) No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his individual capacity and neither the members of the Town Council of the Town nor any official, officer, employee or agent of the

Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future director, member, officer, agent, servant or employee of the Developer in his or her individual capacity and neither the members, directors, officers, agents, servants or employees of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices. All notices, certificates, requests, requisitions or other communication by the Town or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town: Town Manager, Town of Cumberland
290 Tuttle Road
Cumberland Center, ME 04021-0128

If to the Developer: Integrative Health Center of Maine
Sean McCloy, MD
~~15~~ Skyview Drive, Unit 200
Cumberland Foreside, ME 04110

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Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments. This Agreement may be amended only with the written consent of both of the parties hereto.

Section 8.9. Net Agreement. Subject only to the provisions of Article III and 5.2 hereof, this Agreement shall be deemed and construed to be a "net agreement," and the Town shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, deductions or setoffs.

Section 8.10. Benefit of Assignees or Pledges. The Town agrees that this Agreement is executed in part to assist the Developer in obtaining financing for the Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.11. Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Disputes. The Town and the Developer both covenant and agree that the assumptions, analyses and results set forth in this Agreement and in the Development Program shall in no way prejudice the rights of either party or be used, in any way, by either party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of property in the District.

Section 8.13. Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates, estimated amounts of the Increased Assessed Value and the Tax Increment, estimated amounts of the Tax Increment (Developer's Share), estimated development costs and other estimates. The Town and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way: (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise with respect to Developer's ~~P~~roperty (~~Developer's~~ Unit) for purposes of ad valorem property taxation or any tax abatement proceeding or (b) modify or change in any way the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.14. Reports. The Developer agrees to file with the State of Maine Department of Economic and Community Development all annual written reports required under Maine law relating to the receipt of tax increment financing revenues, including, without limitation, those required under 5 MRSA section 13056-B. The Developer agrees to send a copy of each such report to the Town at the time of the filing thereof with DECD.

IN WITNESS WHEREOF, the Town and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

Town of Cumberland

By: _____
William R. Shane, P.E, Its Town Manager

Developer: Integrative Health Center of Maine, LLC

By: _____
Sean McCloy, MD, Its Medical Director

Schedule A
Request for Payment

The undersigned Integrative Health Center of Maine (the "Developer") does hereby request payment in the amount of \$_____ from the Town of Cumberland out of the Developer's Project Cost Account established under the Development Program of TIF District #3, the Cumberland Foreside Village Municipal Development and Tax Increment Financing District and does hereby certify to the Town of Cumberland that the amount requested will be used to pay Project Costs as that term is defined in Chapter 206 of Title 30-A of the Maine Revised Statutes, as follows: [check applicable provisions]

☐

Direct payment of Project Costs in the amount of \$_____; and/or

☐

Reimbursement to the Developer for Project Costs previously incurred, in

the amount of \$_____

There are attached hereto invoices showing the incurring by the undersigned of Project Costs in the amount of \$_____. None of these invoices have been the subject of a previous request for payment from the Developer's Project Cost Account.

The Developer further certifies that all of such Project Costs constitute Project Costs as defined in the Credit Enhancement Agreement, dated _____, 2019 between the Town of Cumberland and the undersigned, and that the Developer has complied with all terms, conditions and covenants of such Agreement and that no default or event of default exists under said Agreement.

Developer: Integrative Health Center of Maine

By: _____
Sean McCloy, MD, Its Medical Director

Date: _____

CREDIT ENHANCEMENT AGREEMENT

THIS CREDIT ENHANCEMENT AGREEMENT dated as of _____, 2020, is by and between the Town of Cumberland, Maine (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine, and 15 Sky View Holdings, LLC, a Maine limited liability company, its successors and assigns to the extent permitted under Article VII hereof (the "Company").

WITNESSETH THAT

WHEREAS, the Town designated TIF District #3, the Cumberland Foreside Village Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Council held on July 23, 2007 (the "Orders") and pursuant to the same Orders adopted a development program and financial plan for the District, and the Town amended the District, development program and financial plan on January 23, 2012 by adopting the First Amendment to the Town of Cumberland TIF District #3 Municipal Development and Tax Increment Financing Development Program (the "First Amendment") (collectively the "Development Program"); and

WHEREAS, the Maine Department of Economic and Community Development reviewed and accepted the District and the Development Program by letters dated March 26, 2008 and March 28, 2012; and

WHEREAS, the Town executed a Credit Enhancement Agreement with Integrative Health Center of Maine (the "Developer") as contemplated by and described in the Development Program on August 12, 2019 pursuant to the approval of the Town Council by vote on February 25, 2019 (the "Original CEA"); and

WHEREAS, the Town executed a First Amendment to the Original CEA with the Developer on _____ pursuant to the approval of the Town Council by vote on _____, which First Amendment to the CEA and Town Council approval contemplated the assignment of a portion of the Developer's interest in the Original CEA with the Town to the Company; and

WHEREAS, the Town authorized the execution of a separate Credit Enhancement Agreement with the Company by vote of the Town Council on _____, for the purpose of assigning the portion of the Developer's interest in the Original CEA with the Town to the Company; and

WHEREAS, this Credit Enhancement Agreement sets for the terms and conditions by which the Company shall be entitled to the assignment of a portion of the Developer's interest in the Original CEA.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS; INTERPRETATIONS

Section 1.1. Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Agreement" shall mean this Credit Enhancement Agreement between the Town and the Company.

"Company" means 15 Sky View Holdings, LLC ~~d/b/a McLeod Ascanio, CPA~~.

Commented [JA1]: McLeod Ascanio is not a dba of Sky View Holdings; it's simply a tenant.

"Company's Project Cost Account" means the Company's Project Cost Sub-Account established and maintained pursuant to Article II hereof and the Development Program that is applicable to the Developer's Property(Company's Unit) and this Credit Enhancement Agreement.

"Current Assessed Value" shall mean the assessed value of the Developer's Property (Company's Unit), as certified by the municipal assessor as of April 1st of each year of the term of this Agreement. For purposes of this Agreement, the Current Assessed Value shall specifically exclude the assessed value of any personal property now or hereafter located in the District.

"Developer" means Integrative Health Center of Maine, LLC, a Maine limited liability company, its successors and assigns.

"Developer's Property" means the real estate shown as "Commercial Lot 2" on the Fourth Amended Subdivision Plan of Cumberland Foreside Village, dated January 26, 2017 and recorded in the Cumberland County Registry of Deeds, Plan Book 217, Page 85, owned by Developer and described in the deed from Cumberland Foreside Village LLC recorded in the Cumberland County Registry of Deeds, Book 31931, Page 68, also shown as Lot 11-2 on the Town of Cumberland Tax Map R01, together with all buildings and improvements now or hereafter located thereon but excluding any personal property now or hereafter located thereon.

"Developer's Property (Company's Unit)" means Unit # 2 of the Developer's Property.

"Development Program" means the development program for the District as adopted by the Cumberland Town Council at meetings held on July 23, 2007 and January 23, 2012.

"Development Program Fund" means the development program fund described in the Financial Plan section of the Development Program.

"District" means TIF District #3, the Cumberland Foreside Village Municipal Development and Tax Increment Financing District designated pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Council held on July 23, 2007 and January 23, 2012.

"Financial Plan" means the financial plan described in the "Financial Plan" Section of the Development Program.

"Fiscal Year" means July 1 to June 30 of each year or such other fiscal year as the Town may from time to time establish; for purposes of this Agreement, the first Fiscal Year or Fiscal Year 1 means the Fiscal Year commencing July 1, 2019 and ending June 30, 2020.

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value of the Developer's Property (Company's Unit) exceeds the Original Assessed Value (Company's Share). For purposes of this Agreement, the Increased Assessed Value shall specifically exclude any tax increment on any property in the District other than Developer's Property (Company's Unit), and shall also exclude any personal property now or hereafter located in the District. If the Current Assessed Value is equal to or less than the Original Assessed Value (Company's Share) in any year, there is no Increased Assessed Value in that year.

"Original Assessed Value" means \$49,400, the assessed value of the Developer's Property as of March 31, 2007 (April 1, 2006), as set forth in the Development Program.

"Original Assessed Value (Company's Share)" means initially \$24,700, an amount equal to half of the Original Assessed Value.

"Project" means the following improvements to be constructed on Developer's Property: a new medical office to house 12 – 14 independent medical practitioners and three to four staff members.

"Project Costs" means any expenditures or monetary obligations incurred or expected to be incurred that are authorized by section 5225, subsection 1 of Title 30-A of the Maine Revised Statutes and included in the Project.

"Property Taxes" means any and all ad valorem real property taxes levied, charged or assessed against the Developer's Property (Company's Unit) (but excluding personal property taxes) by the Town, or on its behalf.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"Tax Increment" means the Property Taxes assessed by the Town and paid by the Developer within the meaning of Section 3.1 of this Agreement, in excess of any state, county or special district tax, upon the Increased Assessed Value of the Developer's Property (Company's Unit), but excluding all personal property taxes and excluding real property taxes on any other real property in the District.

"Tax Increment (Company's Share)" means that portion of the Tax Increment, for each year during the term of this Agreement, solely with respect to Developer's Property (Company's Unit) (specifically excluding any tax increment on any other real property now or hereafter located in the District and specifically excluding any Tax Increment on any personal property), which are to be deposited by the Town in the Company's Project Cost Account, to the extent provided in Section 3.1(b) of this Agreement and paid to the Company pursuant to this Agreement. The Tax Increment (Company's Share) for each year of the term of this Agreement shall be calculated as follows with respect to Developer's Property (Company's Unit): First, the amount of the Tax Increment shall be determined by subtracting the real Property Tax for such year on the Original Assessed Value (Company's Share) from the total real Property Tax for such year on the Current Assessed Value for such year; Second, 0.50 shall be multiplied by the Tax Increment, and the product thereof shall constitute the Tax Increment (Company's Share) for such year. Notwithstanding the foregoing, the total payments by the Town to the Company pursuant to this Agreement, , combined with any payments made to the Developer under the Amendment to the Credit Enhancement Agreement between the Town and Integrative Health Center of Maine, LLC, dated _____, determined on a cumulative basis, shall not exceed \$500,000, and thus as soon as the cumulative amounts of Tax Increment (Company's Share) equal such \$500,000 amount, thereafter the Tax Increment (Company's Share) shall equal zero (0).

"Tax Payment Date" means the date(s) on which Property Taxes levied by the Town are due and payable.

"Town" means the Town of Cumberland, Maine, a municipality duly organized and existing under the laws of the State of Maine.

Section 1.2. Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

Section 1.3. Town Costs. The Company shall pay or reimburse the Town for all reasonable out-of-pocket fees, expenses and other charges of the Town and its outside consultants, including the Town's attorneys and other consultants, in connection with the preparation, review, negotiation, approval, execution, administration, enforcement and carrying out of this Agreement. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement.

ARTICLE II: COMPANY'S PROJECT COST ACCOUNT AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund. The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as "TIF District #3, the Cumberland Foreside Village Municipal Development and Tax Increment Financing District Program Fund" (the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program. The Development Program Fund shall consist, as described in the Development Program, of a Project Cost Account and a Sinking Fund. The Development Program Fund Project Cost Account shall consist of and be separated into separate sub-accounts or funds for each Credit Enhancement Agreement entered with respect to property in the District, and one of such sub-accounts shall be the Company's Project Cost Account and a separate sub-account shall be established as the Town's Project Cost Account. The Sinking Fund, the Town's Project Cost Account and each sub-account for each Credit Enhancement Agreement entered with any person or entity other than Company shall be the sole and exclusive property of the Town and shall not be subject in any way to the terms or provisions of this Agreement.

Section 2.2. Liens. The Town shall not create any liens, security interests or encumbrances of any nature whatsoever with respect to the Company's Project Cost Account, other than the interest of the Company granted under this Agreement in and to the amounts on deposit in the Company's Project Cost Account, provided, however, nothing herein shall prohibit creation of real and personal property tax liens on the Company's property in accordance with, and entitled to the priority provided under, Maine law and any trustee process, attachment and judgment liens and other liens obtained in accordance with applicable law.

Section 2.3. Deposits into Company's Project Cost Account. The Town shall deposit into the Company's Project Cost Account, within 15 days after each payment of Property Tax and other taxes described in Section 3.1 hereof during the term of this Agreement an amount equal to that portion thereof constituting the Tax Increment (Company's Share) for the period or year to which the payment relates and shall allocate the amount so deposited to fund fully and pay the payments due to Company under Article

III of this Agreement. All interest and earnings on the Tax Increment (Company's Share) prior to and after deposit thereof into the Company's Project Cost Account shall be the sole property of the Town and shall be free and clear of any interest of the Company under this Agreement.

Section 2.4. Monies Held in Trust. Subject to the terms of this Agreement, all monies required to be deposited into the Company's Project Cost Account to fund payments to Company under the provisions hereof and the provisions of the Development Program (excluding all interest and investment earnings thereon), shall be held by the Town, in trust, for the benefit of the Company in accordance with the provisions of this Agreement.

Section 2.5. Investments. The monies in the Company's Project Cost Account may be invested and reinvested in Qualified Investments as determined by the Town. The Town shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the Town shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The Town shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Company's Project Cost Account.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Credit Enhancement Payments. (a) The term of this Agreement shall commence on the later of _____, and shall end on the earlier of (i) March 25, 2038, or (ii) the date on which the total payments of Tax Increment (Company's Share) by the Town to Company, its successors or assigns, pursuant to this Agreement, combined with any payments made to the Developer under the Amendment to the Credit Enhancement Agreement between the Town and Integrative Health Center of Maine, LLC, dated _____, determined on a cumulative basis, equal \$500,000. Commencing with the first Fiscal Year, the Town agrees to pay to the Company within 30 days following each Tax Payment Date or the date payment of Property Tax is actually received by the Town with respect to Developer's Property (Company's Unit), whichever is later, payments equal to the Tax Increment (Company's Share) for each Fiscal Year of the Town during the term of this Agreement.

(b) Notwithstanding Section 3.1(a), the amounts payable thereunder shall be due and payable only if: (i) all real property taxes and assessments and all personal property taxes that are due and payable with respect to the Developer's Property (Company's Unit) have been paid in full and (ii) all real property taxes and assessments and all personal property taxes that are due and payable with respect to any other real and personal property owned by the Company, its successors and assigns, in the Town have been paid in full. If any of such property taxes are not paid when due, the property taxes actually paid by Company, its successors and assigns shall, first, be applied to taxes due on account of Original Assessed Value (Company's Share), second to any personal property taxes with respect to any personal property located on the Developer's Property (Company's Unit), third, to any real property and personal property of Company, its successors and assigns located outside of the District and, fourth, to make the deposits to the Company's Project Cost Account. If such property taxes and assessments are not paid when due, the Town may withhold and suspend all payments under this Agreement until such property taxes and assessments and all interest thereon and other costs relating thereto are paid in full. In addition, if the Company institutes any tax abatement proceeding with respect to any Property in the District, the Town may withhold and suspend all payments of the Tax Increment (Company's Share) with respect to the amount of value of the items of Property subject to the abatement proceeding, and shall deposit the withheld amount into a separate interest bearing escrow account. Upon final action and completion of such abatement proceeding, the proper amount (based on the results of the abatement proceedings plus an allocable share of the interest accrued thereon) held in escrow account shall be paid to the Company.

(c) The Company agrees that all payments made by the Town to the Company pursuant to this Agreement will be used and applied to either pay debt service on indebtedness incurred to finance "Project Costs" as that term is defined under Act and described in the Development Program or used to pay directly, amortize or reimburse Company for payment of, qualified Project Costs. The Town shall be required to make payments under this Agreement only upon receipt of satisfactory documentation that the amounts are being paid for Project Costs, which documentation shall be in the form of properly completed certificates, executed by the Company in the form attached hereto as Schedule A.

(d) Company covenants and agrees that in the event that title to Developer's Property (Company's Unit) is hereafter transferred to any entity exempt from the payment of Property Taxes, including, without limitation, any charitable corporation or the State of Maine or any agency or authority thereof, then the owner of the Developer's Property (Company's Unit), as a covenant running with the land, shall be obligated to pay to the Town each year during and after the expiration or termination of this Agreement, an amount equal to (a) 100% of the Property Taxes that would be assessed by the Town on the Developer's Property (Company's Unit), as if and under the assumption that the Developer's Property (Company's Unit) were fully taxable and owned in fee by Company and not exempt from Property Taxes, less (b) solely during the term of this Agreement, the portion of the amounts described in the preceding clause (a) that would have been payable to the Company, or its successors and assigns, under Section 3.1(a) if the Developer's Property (Company's Unit) had remained taxable. The covenants in this paragraph shall survive expiration or termination of this Agreement.

Section 3.2. Failure to Make Payment. In the event the Town should fail to, or be unable to, make any of the payments required under the foregoing provisions of this Article III, the amount so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Company shall be entitled to initiate an action against the Town to specifically enforce its obligations hereunder, including without limitation the Town's obligation to establish and maintain the Company's Project Cost Account and deposit the Tax Increment (Company's Share) into the Company's Project Cost Account established thereunder and make required payments to Company.

Section 3.3. Manner of Payments. The payments provided for in this Article III shall be paid directly to the Company in the manner provided hereinabove for the Company's own use and benefit by check drawn on the Town.

Section 3.4. Obligations Unconditional. Except as otherwise provided in this Agreement or as required by applicable law, the obligations of the Town to make the payments described in this Agreement shall be absolute and unconditional, and the Town shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Company, other than by reason of and to the extent provided in a final judgment by a court of competent jurisdiction or by reason of an order of Trustee Process or Attachment. The Town hereby acknowledges that the Company has the right to enforce the contractual obligations of the Town under this Agreement and that the governmental immunity of the Town does not apply to actions to enforce its contractual obligations; provided however, that nothing herein shall constitute a waiver of the Town's tort immunity or any other governmental immunities.

Notwithstanding the foregoing, the Town reserves the right to terminate this Agreement upon receipt of a final judgment by a court of competent jurisdiction to the effect that this Agreement or the Development Program (or the designation of the District) adopted in connection herewith or any payment made thereunder or hereunder is or would be illegal or invalid or not properly authorized. In addition, the Town may setoff any amount found by the court of competent jurisdiction to be due to the Town from the Company or from the owner of the Developer's Property (Company's Unit). Except as provided in

subsection 3.1(b) and subsection 2.3, the obligations of the Town to make payments hereunder shall be absolute and irrevocable, irrespective of any rights of set-off, recoupment or counterclaim.

The Company agrees to defend, indemnify, pay, reimburse and hold the Town, its councilors, officers, agents and employees, harmless from any and all claims, suits, liabilities, actions, proceedings and expenses, including, without limitation, attorneys fees and expenses and accountant's fees and expenses, arising out of this Agreement, or any claim of illegality or invalidity of this Agreement or the Town's approval of this Agreement or out of the Town's preparation and participation in this Agreement except that such indemnity shall not apply to the extent any such claims or actions arise out of the Town's negligence or misconduct, or to the extent that the Town has breached any material obligations hereunder.

Section 3.5. Limited Obligation. The Town's obligations under this Agreement, including the Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from the Tax Increment (Company's Share) actually paid by the Company with respect to Property owned by the Company in the District and actually received by the Town and required to be deposited in the Company's Project Cost Account in accordance with the terms of this Agreement and pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from such Tax Increment (Company's Share) actually paid by the Company with respect to Property in the District and actually received by the Town. This Agreement shall not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Company's Project Cost Account established under this Agreement.

Section 3.6. Calculation of Retained Tax Increment. The Town and the Company shall maintain records which are adequate to calculate the Tax Increment and the Tax Increment (Company's Share), and shall cooperate with each other in making such calculations. Annually, within 30 days of the payment of Property Tax by Company, the Town shall calculate the amount of Tax Increment and the Tax Increment (Company's Share) for that year. If the Company does not object to such calculations within 120 days of receipt thereof or of any payment of Tax Increment (Company's Share) for such year, the calculations shall be final and binding on all parties.

Section 3.7. Revaluation. In the event there is a Town-wide revaluation of taxable property within the Town, the Original Assessed Value shall be increased in proportion to any Town-wide increase, in property values resulting from such revaluation.

Section 3.8. Payments to the Town. The Company shall pay to the Town an annual administrative fee equal to 1/2% of the Tax Increment paid by the Town to the Company pursuant to this Agreement in the year in question, which payment shall be made in equal installments each year in the form of a setoff on the same dates as the Tax Increment for that year is paid by the Town to the Company.

ARTICLE IV: PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Company's Project Cost Account. In consideration of this Agreement and for the purpose of securing payment of the amounts provided for hereunder to the Company by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge to the Company the Company's Project Cost Account and all sums of money and other securities and investments therein. This pledge and the provisions of Section 2.4 hereof shall not

apply to any interest and investment earnings on the Company's Project Cost Account, all of which shall be the absolute property of the Town, free and clear of any interest of the Company.

Section 4.2. Perfection of Interest. The Town shall cooperate with the Company, if requested in writing by Company, in causing appropriate financing statements and continuation statements naming the Company or the holder of a first mortgage on Developer's Property (Company's Unit) or other security interest in Company's rights and interest hereunder, as pledgee of all such amounts from time to time on deposit in the Company's Project Cost Account to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. To the extent reasonably deemed necessary by the Company, the Town will at such time and from time to time as requested by Company establish the Company's Project Cost Account Fund described in Section 2.3(b)(i) hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Company's interest therein on terms reasonably satisfactory to the Town.

Section 4.3. Further Instruments. The Town shall, upon the reasonable request of the Company, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the Town or require any payment or expense by the Town (unless paid by Company) or discharge either party or change any provision of this Agreement.

Section 4.4. No Disposition of Company's Project Cost Account. Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Company's Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records. All books, records and documents in the possession of the Town relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Development Program Fund and the Company's Project Cost Account shall at all reasonable times be open to inspection by the Company and its agents. All books, records and documents of the Company reasonably necessary to the verification of Project Costs shall at all reasonable times be open to inspection by the Town, and its agents, provided, however, that any information reasonably designated by Company as proprietary shall be inspected, to the extent permitted by law, in a manner so as to preserve the confidential nature of such information.

ARTICLE V: DEFAULTS AND REMEDIES

Section 5.1. Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default": (a) any failure by the Town or the Company to pay any amounts due hereunder when the same shall become due and payable except as provided in subsection (c) below; (b) any failure by the Town to make deposits into the Company's Project Cost Account as and when due; or (c) any failure by the Town or the Company to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Company to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; provided, however, that this subsection (c) shall not be construed to include Company's failure to pay property taxes for any reason as an Event of Default hereunder.

Section 5.2. Remedies on Default. Whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party may take whatever action at law in at equity as may appear necessary or desirable to collect the amount then due and thereafter to become due,

to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder or under applicable law. Company also has the right to exercise any rights or remedies available to a secured party under Maine law. Neither party has the right to terminate this Agreement based on an Event of Default.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Event of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Event of Default be continued or repeated.

Section 5.4. Enforcement Rights. The Town and Company agree that each party hereto shall have the right to initiate a legal proceeding to enforce the specific performance of this Agreement, it being understood and agreed that this Agreement is a material inducement to the Company continuing its pursuit of the Project.

Section 5.5. Tax Laws. The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Company. Without limiting the foregoing, the Town and the Company shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's Property (Company's Unit).

ARTICLE VI: TERM AND TERMINATION

Section 6.1. Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire upon the performance of all obligations on the part of the Town and the Company hereunder or upon any earlier termination as provided in this Agreement. The Town shall have the right to terminate this Agreement by written notice to the Company in the event of any change in the use of the Developer's Property (Company's Unit) without the prior written consent of the Town, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 6.2. Cancellation and Expiration of Term. At the termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and the Company shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII: ASSIGNMENT AND PLEDGE OF COMPANY'S INTEREST

Section 7.1 Consent to Pledge and/or Assignment. The Town hereby acknowledges that it is the intent of the Company to pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Company to make such assignment or pledge. Recognizing this intention, the Town does hereby consent and agree to the pledge and assignment of all the Company's right, title and interest in, to and under this Agreement

(provided that such collateral assignment shall be effective only as long as the assignee holds a first mortgage on the Developer's Property (Company's Unit)) and in, and to the payments to be made to Company hereunder, to a bank or other financial institution regularly engaged in making commercial loans as collateral or security for financing the Development Property, on one or more occasions during the term hereof. The Town agrees to execute and deliver any assignments, pledge assignments, consents or other confirmations on terms reasonably satisfactory to the Town (including that any pledge or secured party succeeding to Company's rights hereunder assume in writing, in form satisfactory to the Town, the obligations of Company under this Agreement) required by the prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledge or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.2. Other Assignments. The Company shall also have the right and obligation to transfer and assign its rights under this Agreement to any person or entity that acquires title to the Developer's Property (Company's Unit), provided, that (a) such owner assumes in writing, in form satisfactory to the Town, the obligations of Company under this Agreement; and (b) prior to any such assignment, Company shall obtain the written consent of the Town. In making any request for such written consent of the Town, the Company shall submit such information as the Town may reasonably request relating to the identity of the proposed assignee and their plans regarding use of the Developer's Property (Company's Unit). Such consent shall not be unreasonably withheld, delayed or conditioned. In the event that such written consent is not given, upon transfer of title to the Developer's Property (Company's Unit), this Agreement and all rights of Company, its successors and assigns under this Agreement shall terminate.

Section 7.3. Conditions. Notwithstanding Section 7.1 and Section 7.2, the Company shall not have the right to transfer and assign all or any portion of its rights in, to and under this Agreement, except to the then owner of, or holder of a first mortgage on, the Developer's Property (Company's Unit).

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Successors. In the event of the dissolution of the Town or the Company, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and the Company any right, remedy or claim under or by the reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Company.

Section 8.3. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal and invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability. (a) No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his individual capacity and

neither the members of the Town Council of the Town nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Company contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future director, member, officer, agent, servant or employee of the Company in his or her individual capacity and neither the members, directors, officers, agents, servants or employees of the Company shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices. All notices, certificates, requests, requisitions or other communication by the Town or the Company pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town: Town Manager, Town of Cumberland
290 Tuttle Road
Cumberland Center, ME 04021-0128

If to the Company: 15 Sky View Holdings, LLC
c/o James Ascanio
Managing Principal
15 Sky View Drive, Suite 101
Cumberland Foreside, ME 04110

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments. This Agreement may be amended only with the written consent of both of the parties hereto.

Section 8.9. Net Agreement. Subject only to the provisions of Article III and 5.2 hereof, this Agreement shall be deemed and construed to be a "net agreement," and the Town shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, deductions or setoffs.

Section 8.10. Benefit of Assignees or Pledges. The Town agrees that this Agreement is executed in part to assist the Company in obtaining financing for the Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Company's right, title and interest herein.

Section 8.11. Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Company relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Disputes. The Town and the Company both covenant and agree that the assumptions, analyses and results set forth in this Agreement and in the Development Program shall in no way prejudice the rights of either party or be used, in any way, by either party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of property in the District.

Section 8.13. Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates, estimated amounts of the Increased Assessed Value and the Tax Increment, estimated amounts of the Tax Increment (Company's Share), estimated development costs and other estimates. The Town and the Company hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way: (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise with respect to Developer's Property (Company's Unit) for purposes of ad valorem property taxation or any tax abatement proceeding or (b) modify or change in any way the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.14. Reports. The Company agrees to file with the State of Maine Department of Economic and Community Development all annual written reports required under Maine law relating to the receipt of tax increment financing revenues, including, without limitation, those required under 5 MRSA section 13056-B. The Company agrees to send a copy of each such report to the Town at the time of the filing thereof with DECD.

IN WITNESS WHEREOF, the Town and the Company have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

Town of Cumberland

By: _____
William R. Shane, P.E, Its Town Manager

|
LLC

Company: ~~844 Stevens Avenue~~ 15 Sky View Holdings,

|

By: _____
James Ascanio, Its Member

Schedule A
Request for Payment

The undersigned 844 Stevens Avenue, LLC (the "Company") does hereby request payment in the amount of \$_____ from the Town of Cumberland out of the Company's Project Cost Account established under the Development Program of TIF District #3, the Cumberland Foreside Village Municipal Development and Tax Increment Financing District and does hereby certify to the Town of Cumberland that the amount requested will be used to pay Project Costs as that term is defined in Chapter 206 of Title 30-A of the Maine Revised Statutes, as follows: [check applicable provisions]

☐

Direct payment of Project Costs in the amount of \$_____; and/or

☐

Reimbursement to the Company for Project Costs previously incurred, in

the amount of \$_____

There are attached hereto invoices showing the incurring by the undersigned of Project Costs in the amount of \$_____. None of these invoices have been the subject of a previous request for payment from the Company's Project Cost Account.

The Company further certifies that all of such Project Costs constitute Project Costs as defined in the Credit Enhancement Agreement, dated _____, 2020 between the Town of Cumberland and the undersigned, and that the Company has complied with all terms, conditions and covenants of such Agreement and that no default or event of default exists under said Agreement.

Company: 844 Stevens Avenue, LLC

By: _____
James Ascanio, Its _____

Date: _____

ITEM

21-005

To authorize the Code Enforcement Officer to execute a Consent Agreement with the owners of 273 Middle Road

CONSENT AGREEMENT

This Consent Agreement is entered into this ____ day of January, 2021, by and between the Town of Cumberland, a municipal corporation located in the County of Cumberland and State of Maine (hereinafter, the “Town of Cumberland”) and John R. Veilleux and Lisa J. Veilleux (hereinafter, the “Veilleuxs”).

WHEREAS, by virtue of a warranty deed from Custom Built Homes of Maine, Inc. dated January 30, 2004 and recorded in the Cumberland County Registry of Deeds in Book 20822, Page 222, the Veilleuxs own a parcel of land situated at 19 Astilbe Lane in the Town of Yarmouth, County of Cumberland and State of Maine, as more particularly described in said deed (hereinafter, the “Veilleux Property”);

WHEREAS, the Veilleux Property is shown as Lot 1 on the plan entitled “Astilbe Lane Subdivision Yarmouth, ME for J/MAX, LLC” dated October 5, 2000 and recorded in the Cumberland County Registry of Deeds in Plan Book 200, Page 468 (hereinafter, the “Subdivision Plan”);

WHEREAS, a portion of the Veilleux Property is located in the Town of Cumberland and has been assigned the street address of 273 Middle Road and is identified as Lot 44A on Town of Cumberland Tax Map R02 (hereinafter, the “Veilleux Cumberland Parcel”);

WHEREAS, Special Note #2 on the Subdivision Plan provided that “[t]he portion of Lot 1 located within the Town of Cumberland shall be left in its natural state and shall not be developed or built upon”;

WHEREAS, by a Notice of Decision dated February 8, 2008 and recorded in the Cumberland County Registry of Deeds on February 20, 2008 in Book 25824, Page 105 (hereinafter, the “Notice of Decision”) the Town of Cumberland Planning Board approved an amendment to Special Note #2 on the Subdivision Plan as follows: “The portion of Lot 1 in the Town of Cumberland shall be left in its natural state, except that a swimming pool, deck, and pool shed are allowed to extend a few feet into the Cumberland portion of Lot 1 provided no portion of the stream buffer is affected”;

WHEREAS, the Notice of Decision further provided that “[t]his approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted and affirmed to by the applicant. Any variation from the plans, proposals and supporting documents, except de minimus [sic] changes as so determined by the Town Planner which do not affect approval standards, is subject to review and approval of the Planning Board prior to implementation”;

WHEREAS, in June 2008, the Veilleuxs applied for and were issued a building permit to construct a 10’ x 16’ shed/pool house on the Veilleux Property pursuant to the Notice of Decision (hereinafter, the “Shed Permit”);

WHEREAS, shortly thereafter the Veilleuxs constructed a shed on the Veilleux Property and located it that it was set back a distance of 15’ from a large pine tree which was agreed by the Veilleuxs

and the then owner of the abutting property to be located along their common boundary line, which pine tree was removed by the Veilleuxs several years later;

WHEREAS, no appeal was taken from the Notice of Decision or the issuance of the Shed Permit and no enforcement action of any kind has ever been taken with respect to either;

WHEREAS, on December 8, 2020, Edward Libby recorded an Affidavit in the Cumberland County Registry of Deeds in Book 37544, Page 201 (hereinafter, the "Libby Affidavit") in which he stated that he is a member of Two Towns Property LLC, which owns the property abutting the Veilleux Property, as described in a deed recorded in the Cumberland County Registry of Deeds in Book 33291, Page 32 (incorrectly referenced in said Affidavit as Book 3321, Page 32);

WHEREAS, in the Libby Affidavit, Edward Libby states that a swimming pool and surround on the Veilleux Property extend approximately 25' feet into the Veilleux Cumberland Parcel, that the shed is located entirely in Cumberland by at least 10 feet, and that the shed (referred to in paragraph 11 of the Affidavit as the "pool house") is approximately 10-11' from the common boundary line;

WHEREAS, in the Libby Affidavit, Edward Libby stated that the "purpose of this affidavit is to put the Town of Cumberland, the Town of Yarmouth, and any potential successors in title of Veilleux and Town Towns on notice of these encroachments and violation of zoning ordinances";

WHEREAS, the Veilleuxs wish to convey the Veilleux Property, including the Veilleux Cumberland Parcel, free of any claim of the Town of Cumberland regarding any purported setback violation or noncompliance with the Notice of Decision or the improvements allowed thereby;

NOW THEREFORE, in exchange for the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Town of Cumberland agrees that it shall take no enforcement action and relinquishes any and all right it may have to prosecute the Veilleuxs or their successors-in-interest for any violation of the Town of Cumberland Zoning Ordinance relating to the construction or location of the swimming pool, surround, and shed on the Veilleux Property, or any facts alleged or claims made in the Libby Affidavit;
2. The swimming pool, surround, and shed shall be allowed to remain in their current location on the Veilleux Property. No expansion of any of the aforementioned improvements shall be made except in conformance with the requirements of the Town of Cumberland Zoning Ordinance.
3. This Consent Agreement shall be binding upon the Veilleuxs and their successors-in-interest to the Veilleux Property and shall be recorded by the Veilleuxs in the Cumberland County Registry of Deeds within 30 days hereof, with a copy of the recorded Consent Agreement to be provided to the Code Enforcement Officer of the Town of Cumberland;

4. The Veilleuxs shall pay the sum of \$500.00 to the Town of Cumberland to offset expenses incurred by the Town in connection with this Consent Agreement.
5. This Consent Agreement was approved by the Town Council of the Town of Cumberland at a meeting held on January ___, 2021, at which meeting the Code Enforcement Officer for the Town of Cumberland was authorized to execute this Consent Agreement on behalf of the Town of Cumberland.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

John R. Veilleux

Lisa J. Veilleux

STATE OF MAINE
CUMBERLAND, ss

January ___, 2021

Personally appeared before me the above-named John R. Veilleux and Lisa R. Veilleux who acknowledged this instrument as their free act and deed.

Notary Public / Attorney at law

William C. Longley, Jr.
Code Enforcement Officer, Town of Cumberland

STATE OF MAINE
CUMBERLAND, ss

January ___, 2021

Personally appeared before me the above-named William C. Longley, Jr. who acknowledged this instrument as his free act and deed in his stated capacity.

Notary Public / Attorney at law

TOWN OF CUMBERLAND

BUILDING PERMIT

PERMIT NO. 08-093
 ISSUE DATE 6/10/2008
 FEE AMOUNT \$25.00
 TYPE Shed

MAP/LOT R02/44A CONTRACTOR
 NAME VEILLEUX JOHN & LISA NAME Owner
 LOCATION 273 MIDDLE ROAD PHONE
 BEDROOMS 0 ESTIMATED COST \$4,000.00

SCHEDULE OF REQUIRED INSPECTIONS

INSPECTION	DATE	INSPECTOR
FOUNDATION		
PLUMBING ROUGH-IN		
PLUMBING FINAL		
ELECTRICAL SERVICE		
ELECTRICAL ROUGH-IN		
ELECTRICAL FINAL		
FRAMING		
SEPTIC BASE		
SEPTIC FINAL		
FINAL OCC.		

INSPECTION NOTES

CONDITIONS

10' x 16' Shed / Pool house pursuant to Notice of Decision 1/16/08 *Based on plans as submitted (See Planning Board Decision dated 2/8/08.

* PLEASE NOTE *

NO OCCUPANCY WITHOUT COMPLETED INSPECTION SCHEDULE. THIS IS AN OCCUPANCY PERMIT WHEN ON PURPLE PAPER WITH A FINAL OCC. DATE.

The issuance of this permit does not imply approval by any other agency including: State of Maine Dept. of Environmental Protection, United States Army Corps of Engineers. The obtaining of all permits (including plumbing and electrical) is the responsibility of the owner or authorized agent.

FIVE INSPECTIONS REQUIRED:

1. FOOTING INSPECTION.
2. FOUNDATION INSPECTION.
3. FRAMING BEFORE INSULATION.
4. INSULATION PRE-SHEETROCK.
5. FINAL INSPECTION (CERTIFICATE OF OCCUPANCY)

APPROVED PLANS MUST BE RETAINED ON JOB AND THIS CARD KEPT POSTED UNTIL FINAL INSPECTION HAS BEEN MADE. WHERE A CERTIFICATE OF OCCUPANCY IS REQUIRED, SUCH BUILDING SHALL NOT BE OCCUPIED UNTIL FINAL INSPECTION HAS BEEN MADE.

WHERE APPLICABLE, SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING AND MECHANICAL INSTALLATIONS.

273 Middle Road (19 Astilbe Ln Yarmouth)

**Property Information**

Property ID 0R02 0044A0000
Location 273 MIDDLE RD
Owner VEILLEUX JOHN R

**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town of Cumberland, ME makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 6/10/2020
Data updated monthly (see property record card)

AFFIDAVIT

I, **Edward Libby**, of Yarmouth, Cumberland County, State of Maine, being duly sworn, declare that:

1. I am the sole member and manager of Fogg Farm LLC.
2. Fogg Farm LLC is the sole member of Two Towns Property LLC.
3. Two Towns Property LLC owns property with an address of 538 Portland St. in Yarmouth, Maine, which is a corner lot also fronting on Astilbe Lane. Deed reference (CCRD 3321/32)
4. Astilbe Lane is a subdivision approved by the Yarmouth and Cumberland Planning Boards and recorded in the CCRD at Plan Book 200 Page 468. As required by the rules of subdivision in Yarmouth and Cumberland, all property corners for each lot in the subdivision were clearly marked with iron rebar. The subdivision was constructed during 2003.
5. In 2003, John and Lisa Veilleux purchased Lot 1 of the Astilbe Land Subdivision, with a current address of 19 Astilbe Lane, Yarmouth Maine, and built a home on the lot. Lot 1 is the abutting property to the east of Two Towns. (CCRD 20822/222).
6. Lot 1 straddles the Town line between Yarmouth and Cumberland. The approved subdivision plan includes a special note #2 stating, "The portion of Lot 1 located within the Town of Cumberland shall be left in its natural state and shall not be developed or built upon."
7. In 2008, Veilleux sought and received a "Notice of Decision" (CCRD 25824/105) from the Cumberland Planning Board to amend the approved subdivision plan, specifically special note #2, to read, "The portion of Lot 1 in the Town of Cumberland shall be left in its natural state, except that a swimming pool, deck, and pool shed are allowed to extend a few feet into the Cumberland portion of Lot 1 provided no portion of the stream buffer is affected." Standard Conditions of Approval were made part of the approval.
8. On June 10, 2008, Veilleux obtained a building permit from the Town of Cumberland to build a 10 x 16 "shed/pool house" pursuant to the Notice of Decision dated 1/8/08.
9. The portion of Lot 1 located in Cumberland is zoned as Rural Industrial (RI). The sideline setback for buildings in RI is 30 feet. That setback is reduced to 15 feet for sheds. The rear line setback is 65 feet with a reduction to 15 feet for sheds. The shed

is located near a jog in the property line and is subject to either the rear line setback or the side line setback.

10. Veilleux proceeded to construct a large swimming pool, stamped concrete surround, landscaping, pool house, and large backyard. The pool and surround extend approximately 25 feet into Cumberland rather than a few feet and the pool shed is located entirely in the Town of Cumberland, by at least 10 feet.
11. The pool house was constructed approximately 10-11 feet from the jog in the property, rather than the 15 feet required by the Town and agreed to by Veilleux by virtue of his Notice of Decision and building permit.
12. Two Towns Property LLC engaged Robert Yumarian II, Professional Land Surveyor, to survey its boundary in 2016. (CCRD Plan Book 216 Page 261) The plan notes at the corner location where Veilleux's pool house encroaches on the side/rear line setback, that Yumarian set a pin and cap "above a found and held solid iron pin 1.9 feet below ground." The iron pin found is assumed to be from the Astible Lane Subdivision lot survey. Yumarian also shows a "lawn area and occupation of Veilleux" on the land of Two Towns. Note 6 on said Plan includes the statement, "After various excavations by Veilleux for a new pool and new lawn, the location of this pin was unknown in recent years."
13. Shortly after purchasing lot 1, Veilleux planted a row of pine trees approximately 100 feet long. Based on a visual inspection, it appears that these trees were planted entirely on land of Two Towns.
14. The purpose of this affidavit is to put the Town of Cumberland, the Town of Yarmouth, Veilleux, and any potential successors in title of Veilleux and Two Towns on notice of these encroachments and violation of zoning ordinances.

{Intentionally left blank}

I make these statements based on personal knowledge.

Dated: December 8, 2020

Julia Clew
Witness

Edward Libby
Edward Libby

STATE OF MAINE

COUNTY OF CUMBERLAND, ss:

December 8, 2020

Personally appeared before me the above-named Edward Libby individually and in his capacity as Manager of Two Towns Property, LLC and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company.

Before me,

Tina M. Galavotti
Notary Public/Attorney-at-Law

Tina M. Galavotti
Notary Public, State of Maine
My Commission Expires October 11, 2027

Print name: Tina M. Galavotti



Received
Recorded Register of Deeds
Dec 08, 2020 01:09:13P
Cumberland County
Nancy A. Lane

BUDGET REPORT

Revenues

01/07/2021
10:13:34

TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 06 OF 2021

ACCOUNTS FOR:	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
001 General Fund					
<hr/>					
0011 Other Tax Revenues					
<hr/>					
0011 0303 Motor Vehicle Excise Tax	-1,095,918.55	-1,112,323.65	-1,153,049.39	-1,270,188.35	-1,735,000.00
0011 0304 Boat Excise Tax	-2,939.74	-2,625.60	-2,680.70	-4,025.40	-14,000.00
0011 0328 Outer Islands Property Tax	-21,887.03	-22,020.50	-23,513.74	-22,947.69	-46,000.00
0011 0329 Payment in Lieu of Taxes	-15,344.00	-15,959.00	-16,061.48	-18,903.00	-33,000.00
TOTAL Other Tax Revenues	-1,136,089.32	-1,152,928.75	-1,195,305.31	-1,316,064.44	-1,828,000.00
0012 License & Permit Revenues					
<hr/>					
0012 0311 Hunting/Fishing Lic Agent Fees	-216.50	-226.25	-208.75	-167.75	-541.00
0012 0312 Marriage Lic & Vital Records	-1,269.40	-1,637.00	-1,644.80	-1,829.80	-2,436.00
0012 0313 Birth Certificates	-891.80	-742.00	-758.80	-712.20	-1,361.00
0012 0314 Death Certificates	-1,074.20	-1,194.40	-1,047.80	-919.20	-1,713.00
0012 0315 Clerk Licenses	-960.00	-2,245.00	-1,595.00	-1,110.00	-4,608.00
0012 0316 Shellfish Licenses	-36.06	-35.70	-121.42	-417.81	.00
0012 0317 Conservation Fees	-13.94	-14.30	-18.58	-62.19	.00
0012 0334 Snowmobile Reg. Agent Fees	-121.00	-109.00	-90.00	-137.00	.00
0012 0361 Motor Vehicle Reg. Agent Fees	-11,003.00	-10,774.00	-14,326.00	-17,413.00	-21,406.00
0012 0362 Boat Reg. Agent Fees	-116.00	-138.00	-161.00	-169.00	-1,098.00
0012 0366 Building Permits	-36,810.37	-43,269.53	-40,241.11	-70,876.06	-75,000.00
0012 0367 Electrical Permits	-15,518.45	-10,860.05	-12,073.00	-17,969.33	-21,634.00
0012 0368 Plumbing Permits	-11,825.00	-8,060.00	-7,672.50	-12,477.50	-18,789.00
0012 0369 Other Permits	-377.00	-670.00	-348.00	-309.00	-1,751.00
0012 0383 ATV Reg. Agent Fees	-39.00	-64.00	-64.00	-57.00	-37.00
0012 0390 Misc. Revenue	.00	.00	.00	-100.00	.00
0012 0398 Application Fee	-1,350.00	-850.00	-200.00	-450.00	-1,300.00
0012 0401 Dog Reg. Clerk Fees	-652.00	-618.00	-513.00	-419.00	-2,800.00
0012 0404 Commercial Haulers License	.00	.00	.00	-100.00	-500.00
TOTAL License & Permit Revenue	-82,273.72	-81,507.23	-81,083.76	-125,695.84	-154,974.00
0013 Intergovernmental Revenues					
<hr/>					
0013 0331 State Revenue Sharing	-224,269.97	-231,569.24	-372,567.62	-486,008.36	-500,000.00
0013 0335 DOT Block Grant	-69,136.00	-68,644.00	-71,480.00	-66,876.00	-71,480.00
0013 0341 North Yarmouth Recreation Shar	-16,688.00	-4,730.00	871.25	-4,546.00	-18,184.00

01/07/2021
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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 06 OF 2021

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
<hr/>					
0013 0342 North Yarmouth Library Share	-77,712.00	-40,018.00	-42,340.17	-45,848.25	-183,393.00
0013 0347 North Yarmouth Channel 2	-1,474.00	.00	.00	.00	.00
0013 0348 ACO Sharing Payments	.00	.00	-21,496.00	.00	.00
TOTAL Intergovernmental Revenue	-389,279.97	-344,961.24	-507,012.54	-603,278.61	-773,057.00
 0015 Other Revenues					
<hr/>					
0015 0305 Interest & Penalties	-8,973.16	-9,416.75	-22,659.88	-8,160.34	-30,000.00
0015 0306 Over/Short	645.78	5,097.02	4.86	466.18	-100.00
0015 0364 Growth Permits	-2,000.00	-1,800.00	-1,600.00	-2,300.00	-2,000.00
0015 0365 Board of Appeals	-200.00	-100.00	-200.00	.00	.00
0015 0390 Misc. Revenue	-34,482.79	-31,077.95	-31,855.07	-31,205.66	-25,000.00
0015 0399 Staff Review Fee	-16,600.00	-7,750.00	-1,650.00	-3,350.00	-14,117.00
0015 0403 Mooring Fees	-1,400.00	-150.02	-1,568.00	-64.00	-1,500.00
0015 0410 Private Ways	-200.00	-600.00	.00	-200.00	-400.00
0015 0508 Impact Fees	-30,823.80	-46,988.90	-54,205.20	-62,456.80	-60,000.00
TOTAL Other Revenues	-94,033.97	-92,786.60	-113,733.29	-107,270.62	-133,117.00
 0021 Police Related Revenues					
<hr/>					
0021 0337 State Grant revenue	.00	.00	.00	-951.30	.00
0021 0351 Police Issued Permits	-757.00	-1,305.00	-5,169.00	-590.00	-2,000.00
0021 0353 Police Insurance Reports	-266.00	-288.00	-260.00	-220.00	-500.00
0021 0390 Miscellaneous Police Revenue	-291.15	-33.00	-165.00	-51.00	-648.00
0021 0427 Parking Tickets	-455.00	-25.00	-575.00	-175.00	-100.00
0021 0431 Outside Detail	-18,784.08	737.52	.00	.00	.00
0021 0536 Dog Licenses ACO Revenue	-1,533.00	-1,269.00	-1,155.00	-927.00	-1,800.00
0021 0540 MSAD #51 SRO Reimbursement	-24,000.00	-24,500.00	.00	.00	.00
0021 0546 Court Reimbursements	-300.00	46.00	-3,392.28	-119.02	-2,200.00
TOTAL Police Related Revenues	-46,386.23	-26,636.48	-10,716.28	-3,033.32	-7,248.00
 0022 Fire Related Revenues					
<hr/>					
0022 0390 Misc. Revenue	-300.00	.00	-15.00	.00	.00
0022 0431 Outside Details	-17,742.00	.00	.00	.00	.00

01/07/2021
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**TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT**
**PAGE 3
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FOR PERIOD 06 OF 2021

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0022 0504 Rescue Billing	-73,566.89	-85,970.00	-64,837.23	-55,885.21	-160,000.00
0022 0505 Non Emergency Transports	-6,392.67	.00	.00	.00	.00
0022 0507 Paramedic Intercepts	-300.00	.00	.00	-300.00	.00
0022 0617 Donations Received	.00	.00	-1,000.00	-4,196.00	.00
0022 0617 COVID Donations Received	.00	.00	.00	206.99	.00
TOTAL Fire Related Revenues	-98,301.56	-85,970.00	-65,852.23	-60,174.22	-160,000.00
0031 Public Services Revenues					
0031 0390 Misc. Revenue	-234.00	-3,123.00	-5,954.00	-3,534.00	-20,500.00
0031 0391 Field Usage Fees	-1,440.00	-5,113.20	-3,806.80	.00	-5,000.00
0031 0431 Outside Details	720.00	-1,234.03	-852.16	.00	.00
0031 0517 Bags/Universal Waste	-166,755.00	-159,877.50	-114,334.00	-79,047.50	-295,015.00
0031 0539 Brush Passes	-1,556.00	-1,519.00	-1,666.00	-6,209.00	-8,277.00
0031 0617 Twin Brooks Donations	-18.00	.00	-100.00	.00	-92.00
TOTAL Public Services Revenues	-169,283.00	-170,866.73	-126,712.96	-88,790.50	-328,884.00
0035 VH Other Revenues					
0035 0329 Payment in Lieu of Taxes	.00	.00	-4,000.00	.00	-6,000.00
0035 0378 Soda Sales	-1,644.50	-2,039.60	-1,594.40	-2,085.40	-2,500.00
0035 0560 Rental Income	-13,227.66	-8,948.23	-6,750.00	-6,750.00	-14,000.00
0035 0565 Cell Tower Land Lease	-10,800.00	-10,800.00	-10,800.00	-11,340.00	-21,600.00
TOTAL VH Other Revenues	-25,672.16	-21,787.83	-23,144.40	-20,175.40	-44,100.00
0037 VH Golf Revenues					
0037 0306 Over/Short	1.40	-7.24	506.39	-3.13	.00
0037 0357 Golf Memberships	-96,559.00	-117,410.40	-92,268.60	-123,869.55	-230,000.00
0037 0358 Greens Fees	-86,951.45	-99,893.75	-70,967.44	-122,976.61	-120,000.00
0037 0359 Golf Cart Rentals	-66,849.21	-56,771.29	-43,912.45	-70,491.19	-82,000.00
0037 0416 Practice Range	-7,051.50	-4,911.75	-768.25	-6,358.97	-7,000.00
0037 0417 VH Program Revenues	-27,491.52	-46,365.70	-42,284.00	-50,811.63	-64,715.00
0037 0419 Advertising Sales	-800.00	-5,681.50	.00	.00	-23,500.00
0037 0522 Outing Golf	-36,180.00	-41,978.43	-63,999.00	-36,038.00	-46,430.00

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**TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT**
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FOR PERIOD 06 OF 2021

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
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0037 0617 Donations Received	-845.00	.00	.00	.00	.00
TOTAL VH Golf Revenues	-322,726.28	-373,020.06	-313,693.35	-410,549.08	-573,645.00
 0041 Recreation Related Revenues					
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0041 0440 41100 After School Programs	-141,733.40	-135,893.09	-165,278.50	-143,455.50	-270,000.00
0041 0441 41110 Youth Enrichment Programs	-65,178.60	-88,327.60	-102,913.07	-13,329.50	-175,000.00
0041 0442 41120 Youth Sports Programs	-46,035.00	-50,801.25	-48,944.00	-3,911.00	-115,000.00
0041 0443 41130 Skiing Programs	-50,027.50	-51,897.00	-56,404.00	-295.00	-45,020.00
0041 0444 41140 Day Camps	-33,700.18	-29,100.65	-30,108.43	-71,445.50	-175,000.00
0041 0445 41150 Swimming Programs	-14,736.00	-16,092.29	-16,536.00	-1,040.00	-22,500.00
0041 0446 41160 Adult Enrichment Revenue	-21,153.44	-18,606.95	-16,742.49	-500.00	-30,000.00
0041 0447 41170 Adult Fitness Revenue	-33,793.34	-34,542.13	-32,488.70	-12,249.00	-60,000.00
0041 0448 41190 Special Events/Trips Reven	-1,748.00	-1,299.00	-2,005.00	.00	.00
0041 0449 41190 Recreation Programs	-2,565.00	-970.00	-4,933.28	.00	.00
0041 0570 41190 Rec Soccer Revenue	-16,190.00	-18,175.00	-20,190.00	-9,123.00	-23,000.00
0041 0571 41190 Rec Ultimate Frisbee Reven	.00	-394.00	-870.00	.00	-14,000.00
0041 0606 41190 CPR/First Aid Revenues	2,215.60	-470.00	-770.00	835.00	-250.00
TOTAL Recreation Related Reven	-424,644.86	-446,568.96	-498,183.47	-254,513.50	-929,770.00
 0045 Library Related Revenues					
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0045 0392 Library Fines	-1,679.60	-1,384.30	-2,626.61	-539.44	-3,500.00
0045 0394 Misc. Library Revenue	-537.50	-555.80	-708.70	-382.80	-1,000.00
TOTAL Library Related Revenues	-2,217.10	-1,940.10	-3,335.31	-922.24	-4,500.00
 0211 Police- Salaries & Bens					
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0211 0431 Outside Details	.00	-21,762.11	-19,467.78	-2,765.25	-21,998.00
TOTAL Police- Salaries & Bens	.00	-21,762.11	-19,467.78	-2,765.25	-21,998.00
 0221 Fire- Salaries & Benefits					
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0221 0431 Outside Details	.00	-15,420.32	-15,159.62	.00	-18,000.00
TOTAL Fire- Salaries & Benefits	.00	-15,420.32	-15,159.62	.00	-18,000.00

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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 06 OF 2021

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
TOTAL General Fund	-2,790,908.17	-2,836,156.41	-2,973,400.30	-2,993,233.02	-4,977,293.00
TOTAL REVENUES	-2,790,908.17	-2,836,156.41	-2,973,400.30	-2,993,233.02	-4,977,293.00
GRAND TOTAL	-2,790,908.17	-2,836,156.41	-2,973,400.30	-2,993,233.02	-4,977,293.00

Expenses

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TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 06 OF 2021

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
130 Administration	326,170.27	320,311.26	319,520.58	277,827.84	616,244.00
140 Assessor	34,794.51	54,470.41	50,920.04	55,035.84	112,471.00
150 Town Clerk	101,944.39	120,596.99	143,313.60	103,830.30	275,187.00
160 Technology	117,549.79	111,923.56	153,155.25	176,290.01	212,517.00
165 Elections	2,938.75	5,701.69	3,941.67	4,463.78	14,241.00
170 Planning	32,757.51	32,280.30	30,822.10	28,319.71	73,137.00
190 Legal	30,444.96	22,143.57	28,327.87	32,243.90	47,500.00
210 Police	683,591.94	654,090.29	717,866.23	688,947.47	1,494,752.00
220 Fire	458,071.55	468,856.77	493,789.12	471,709.59	1,088,962.00
240 Code Enforcement	70,869.78	67,156.30	71,844.81	74,275.17	143,113.00
250 Harbor Master	4,160.81	3,147.39	12,012.04	3,418.00	25,226.00
260 Animal Control	19,646.08	18,477.35	36,299.02	25,903.56	35,412.00
310 Public Works	483,051.88	504,652.68	527,592.84	510,893.93	1,269,713.00
320 Waste Disposal	205,734.35	243,746.29	267,144.31	256,549.18	592,696.00
350 Valhalla-Club	19,568.27	14,880.88	14,936.96	8,069.89	27,231.00
360 Valhalla-Course	273,416.29	306,398.02	298,656.34	320,025.24	515,427.00
370 Valhalla-Pro Shop	161,940.97	195,489.13	151,584.44	131,858.23	238,467.00
410 Recreation	511,680.89	559,499.53	615,055.25	392,381.75	914,018.00
420 Aging in Place	.00	13,853.54	60,642.60	5,968.64	85,105.00
430 Parks	176,307.69	192,343.92	179,634.59	186,637.12	318,355.00
440 West Cumberland Rec	2,570.75	1,496.15	2,438.45	1,063.61	8,204.00
450 Library	210,131.02	239,561.14	258,411.26	235,573.56	516,000.00
470 Historical Society Building	1,863.59	3,529.41	4,299.30	186.00	8,964.00
580 General Assistance	21,826.99	16,948.35	27,264.53	19,130.03	35,000.00
590 Health Services	11,937.65	11,937.65	15,937.65	.00	3,875.00
620 Cemetery Association	26,700.00	28,450.00	26,700.00	26,700.00	26,700.00
630 Conservation	2,387.04	5,542.45	1,335.21	4,202.47	13,000.00
650 Debt Service	692,833.99	528,987.24	361,209.26	300,580.47	1,157,320.00
750 Insurance	155,291.53	228,117.19	235,380.55	261,934.82	277,823.00
800 Fire Hydrants	31,695.53	32,599.70	40,994.80	34,750.54	81,686.00
810 Street Lighting	17,888.76	13,748.82	17,613.78	6,387.60	45,000.00
830 Contingent	.00	2,907.19	2,500.00	17,588.89	100,000.00
840 Municipal Building	36,725.66	45,588.48	39,862.43	38,275.75	105,160.00
850 Abatements	22,336.23	4,969.70	32,504.24	2,165.25	1.00
TOTAL General Fund	4,948,829.42	5,074,403.34	5,243,511.12	4,703,188.14	10,478,507.00
TOTAL EXPENSES	4,948,829.42	5,074,403.34	5,243,511.12	4,703,188.14	10,478,507.00
GRAND TOTAL	4,948,829.42	5,074,403.34	5,243,511.12	4,703,188.14	10,478,507.00