

## **AGENDA**

Cumberland Town Council Meeting

Town Council Chambers

**MONDAY, February 28, 2022**

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

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

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

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

February 14, 2022

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

Letter of support re: solar project on new school site

### **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 may be brought up again under New Business for further Council discussion.*

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

**22 – 017.** To hear a report from the Prince Memorial Library Advisory Board.

**22 – 018.** To consider and act on a Right of First Refusal per the agreement with the Maine State Golf Association. *TABLED*

**22 – 019.** To consider and act on a Party Wall Agreement with the new owners of the Val Halla Banquet Center. *TABLED*

**22 – 020.** To authorize the Town Manager to execute a lease agreement with the Cumberland Historical Society.

**22 – 021.** To hold a Public Hearing to consider and act on a Farm Based Special Events License renewal for Joanne Fryer of Mowfield Farm.

**22 – 022.** To hold a Public Hearing to consider and act on a liquor license renewal for

Rachel's on the Green.

**22 – 023.** To consider and act on Commercial Hauler's license for Breggia Sanitation, LLC.

**22 – 024.** To appoint members to the Planning Board.

## **VI. NEW BUSINESS**

Budget Workshops every Monday at 6:00 p.m. through Saturday, April 2<sup>nd</sup> at 8:00 a.m.

## **VII. BUDGET REPORT**

**VIII. EXECUTIVE SESSION** pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.

## **IX. ADJOURNMENT**

# MINUTES

Cumberland Town Council Meeting  
Town Council Chambers

**MONDAY, February 14, 2022**

**6:30 P.M. Nominating Committee Meeting**

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

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

Chairman Vail said that everyone has a heavy heart tonight due to the passing of a friend, Bill Kenny. Bill passed away yesterday of a heart attack. He served on the Planning Board and many other committees. On behalf of the Town Council, he expressed condolences to Bill's family.

Councilors Gruber and Edes also expressed their condolences to the Kenny family.

## I. APPROVAL OF MINUTES

Motion by Councilor Gruber, seconded by Councilor Copp, to accept the January 24, 2022 meeting minutes as presented.

VOTE: 7-0 UNANIMOUS

## II. MANAGER'S REPORT

A pipe burst at the shelter building at Twin Brook last week. It was caused by a back flow preventer that failed. The water levels were very high inside the building. The damage is being assessed and an insurance claim has been filed.

## III. PUBLIC DISCUSSION



No public discussion.

## IV. LEGISLATION AND POLICY

**22 – 011 To hear a report from MSAD 51 Superintendent, Jeff Porter re: new school building plan.**

Chair of the School Board Tyler McGinley, School Board Member Peter Bingham, and Superintendent Jeff Porter, presented the following:



 Outcome & Agenda	
<p><b>Outcome</b> A full understanding of the <i>current phase</i> of the two campus plan</p> <p><b>Agenda</b></p> <ul style="list-style-type: none"><li>• Why a new school project?<ul style="list-style-type: none"><li>◦ Enrollment projections</li><li>◦ Site search &amp; school design journey</li></ul></li><li>• Status of Mabel I. Wilson School</li><li>• Concept design for proposed new school</li><li>• Preliminary costs</li><li>• Q&amp;A and what's next</li></ul>	

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## Why a new school project?

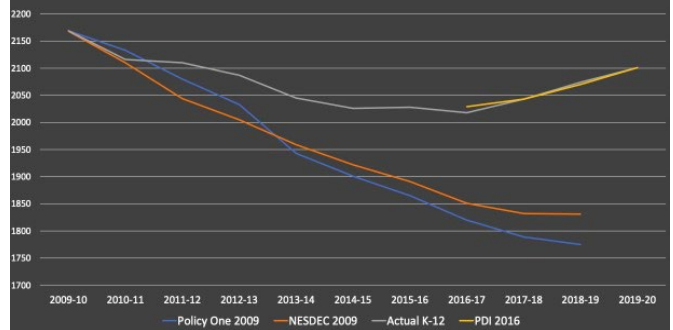


Review the district's long-term elementary education program and structure, including options for pre-kindergarten, optimal grade spans, and facilities that address projected enrollment increases over the next decade.

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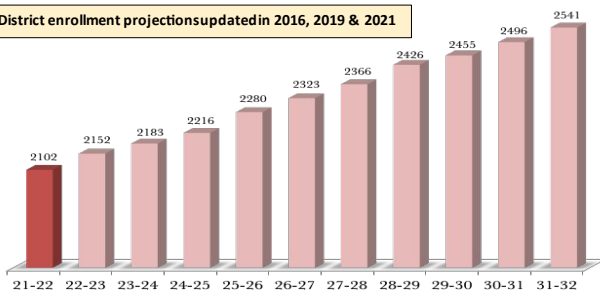


## SAD 51 Enrollment Trending 2009-20



## SAD 51 Enrollment Projections 2021-32

District enrollment projections updated in 2016, 2019 & 2021



## Modulars

- Currently 21 modular rooms outside main buildings at MIW and GMS
- Setup costs make unreasonable to remove units given projected enrollment for next several years
- Increasing enrollment necessitate keeping modulars for several years as enrollment grows
- This plan eliminates annual leasing cost of \$335,376 (not including setup or utility costs)



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## 2019 Steering Committee Recommendation

- What? Primary School Grades PreK2 (limited Pre-K program)**
  - Youngest students start off campus and transition to grade 3
  - Consideration of size of school and impact on other grade levels
  - Pre-K limited to CDS + approx 50% typically performing students
  - Explore partnership with private Pre-K providers for additional data and mandates
- Where? North Yarmouth**
  - One campus is longest sustainable due to projected enrollment
  - Desire to retain green space on campus due to facility expansion, parking, field placement, play areas, access to roads, pedestrian safety, etc.
  - No MSAD #51 presence for over 5 years
  - Two sites with public water in center of town
- Why? MSAD #51 is a Four-Facility District**
  - 2,421 peak in 2000-01
  - 789 new housing units since 2004
  - Expect that enrollment will exceed previous peak over next decade
  - Four facilities will allow for flexibility of enrollment up and down long term

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## Plan #1: North Yarmouth Village (2019-20)



Concerns about proximity to aquifer, traffic in the village center, and then sidelined by COVID all contributed to abandoning Plan #1.



## Plan #2: Abutting Existing Campus (2020-21)



MDOT requirement to place new turn lanes on Main Street and Tuttle Road and change the character of the town center mostly contributed to abandoning Plan #2, along with concerns about the lack of expandability and increased congestion on the campus.

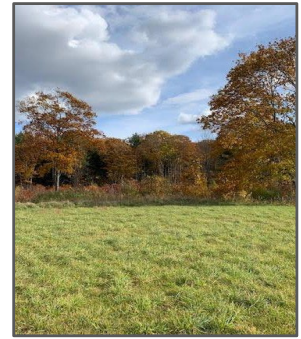


## Introducing...

## Plan #3: 80 Gray Road, North Yarmouth (2021-22)







## Site Plan: 80 Gray Road



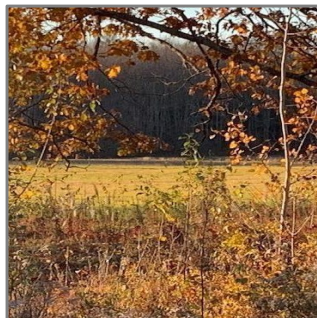
## A Great Place for a School



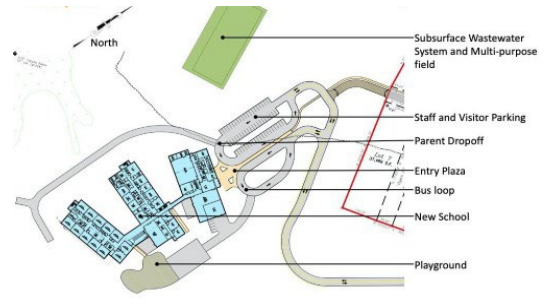
- 77 Acre Parcel in Village Center District Zone & TIF District
- Natural Maine beauty open play space, learning space, woods, connectivity to existing trail networks
- Greening efforts/opportunity to explore geothermal possible, maximum solar exposure
- Site Distance on Gray Rd is more than minimum required.
- Cost effective turning lanes (field & gravel soils).
- Site Soils are Type "A" (gravel/sand) where the building and parking lots are proposed. Excellent for drainage and subsurface waste disposal.
- Both Towns have signalled support for building school on this site

## Challenges

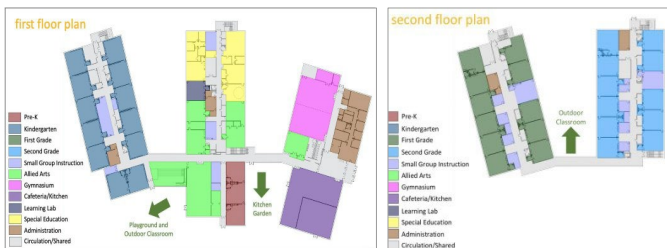
- Site costs due to location
- Access road \$1.5M estimate
- No utilities currently water, electricity, septic, three-phase power, excavation, natural gas all needed from scratch



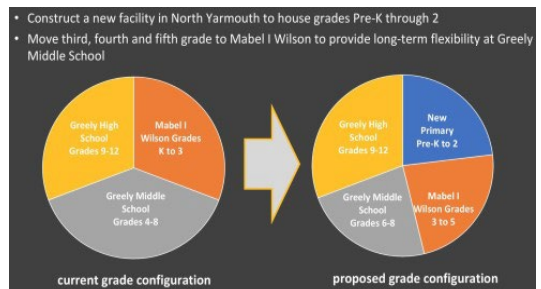
## Site Plan New Primary School PK-2



## New Primary School PK-2



## New Grade Span Configurations





## School Enrollment Projections through 2031-32 (3% inflation added)

	PK-2	3-5	6-8	9-12	PK-12
2025-26	638	582	528	616	2364
2026-27	633	620	539	617	2409
2027-28	657	586	597	612	2452
2028-29	642	608	604	661	2515
2029-30	642	602	642	659	2545
2030-31	642	626	608	711	2587
2031-32	642	612	629	750	2633

Source: Wandell Consulting, December 2021. 3% margin and SA numbers added to Attending Resident Enrollment/ Best Fit Model

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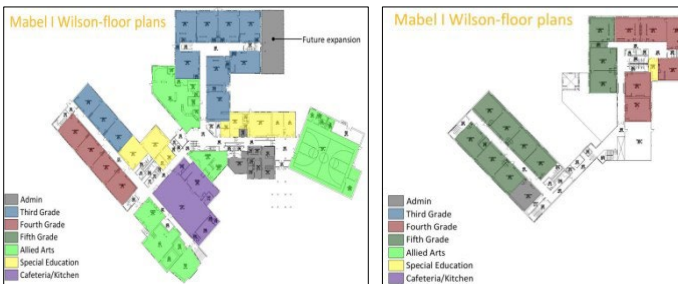
## Status of MIW Grades 3-5



- Updated projected enrollment numbers December 2021 allow space grades 3-5
- District applied for state Revolving Renovation Funds for renovations to MIW
- **Awarded \$1.5 million in state funds**, 50% forgiven & 50% loaned at 0% interest
- Funds used to replace windows & doors, security upgrades, air handling system enhancements, retrofit bathrooms for older age group



## MIW Grades 3-5



## DRAFT Long-Range Capital Projects Plan

Priority	Project	Rationale
1	New Primary School Grades PK-2 North Yarmouth 80 Gray Road	Enrollment increases next 10 years <ul style="list-style-type: none"> <li>• Land purchase in North Yarmouth</li> <li>• New construction 700 students school</li> <li>• Intermediate School Grades 3-5 at Mabel I. Wilson</li> <li>• Middle School Grades 6-8 at current GMS 4-8 facility</li> <li>• High School remains grade 9-12 at GHS</li> </ul>
1	Improve Mabel I. Wilson School Grades 3-5	State Revolving Renovation Funds <ul style="list-style-type: none"> <li>• Retrofit for grades 3-5 as needed</li> <li>• Improve air handling systems</li> <li>• Replace windows and doors</li> <li>• Security upgrades</li> <li>• Cafeteria enlargement and day lighting possible</li> <li>• New playground/outdoor area as capital funds</li> </ul>



## DRAFT Long-Range Capital Projects Plan

Priority	Project	Rationale
2	Artificial Turf Field	More access to playing space and time <ul style="list-style-type: none"> <li>• Extend Fall &amp; Spring use of field</li> <li>• Eliminate transportation to Twin Brook</li> </ul>
3	Renovate Maintenance/Field House	Safety issue: expand field house uses <ul style="list-style-type: none"> <li>• Move maintenance equipment out of field house</li> <li>• Add bathrooms to field house</li> <li>• Addition on maintenance building</li> </ul>
3	Renovate Greely High School	Areas not renovated in past <ul style="list-style-type: none"> <li>• Pool</li> <li>• Library</li> <li>• Math &amp; science wing renovate or reconstruct</li> <li>• Commons/fitness room</li> <li>• Cafeteria windows</li> </ul>




## Projected Costs Comparison

	Pre-K to 1 (Greely)	Pre-K to 2 (NY 80 Gray)	Pre-K to 3 (NY 80 Gray)
New Construction	74,500 sf	110,000-114,000 sf	140,000-150,000 sf
MIW Addition	22,400 sf	N/A	N/A
MIW SRRF Projects	N/A	\$1.5 million**	\$1.5 million**
New Construction	\$46 million*	\$67-69 million*	\$83-85 million*
Mabel I. Wilson	\$16.2 million	TBD	TBD
Central Office	\$1.75 million	N/A	N/A
<b>Total Project Cost</b>	<b>\$63.9 million</b>	<b>TBD</b>	<b>TBD</b>

\* Includes required off-site improvements

\*\* Includes \$770,088 of loan to be forgiven through the SRRF Program. Loan for remaining funds is 0% interest.


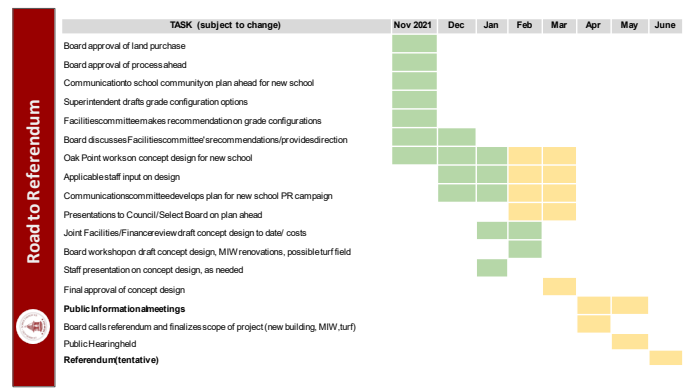


**Needing More Discussion:  
Current & Future Use of Hutchins Field**

**Current:**Varsity and Junior Varsity High School Games total use per year: **162 hours**

**Future Use as Turf Field:**

- Physical education classes districtwide can be regularly scheduled
- Greely athletic team practice for soccer field hockey football lacrosse baseball, softball
- Greely team contests for soccer field hockey, football & lacrosse
- Cumberland/Northern Armouth youth leagues
- Community use

**22 – 012 To hold a Public Hearing to amend Chapter 86 (Medical Marijuana Registered Caregiver Licensing), Section 86-4 (Applicability and effect) of the Cumberland Code.**

Chairman Vail explained that this ordinance was adopted at our last meeting. At that meeting, a question came up regarding the potential sale of an existing, licensed facility, and could the use be transferred to the new owner. The Town Attorney redrafted the ordinance to address this issue and added the following language:

**§ 86-4 Applicability and effect.**

**A.** No Registered Caregiver may operate within the Town of Cumberland in a physical location that is not within the Registered Caregiver Overlay District, as established and defined in § 315-28.5 of the Town of Cumberland Code of Ordinances, unless: **(i) that Registered Caregiver was legally existing and operating in that physical location prior to November 26, 2018 and has not materially expanded their operation since that date, or (ii) that Registered Caregiver was legally existing and operating in a physical location within the Village Center Commercial Zone, as is more specifically shown on the Official Zoning Map of the Town of Cumberland, prior to January 24, 2022, and has not materially expanded operation since that date.**

Chairman Vail opened the Public Hearing.

No public comment.

Chairman Vail closed the Public Hearing.

Motion by Councilor Copp, seconded by Councilor Storey-King, to amend Chapter 86 (Medical Marijuana Registered Caregiver Licensing), Section 86-4 (Applicability and effect) of the Cumberland Code.

VOTE: 7-0 UNANIMOUS

**22 – 013 To hold a Public Hearing to consider and act on a Farm Based Special Events License renewal for Joanne Fryer of Mowfield Farm, LLC.**

Chairman Vail explained that this property is on Bruce Hill Road and the owner has 3 weddings scheduled this summer. This is for a license renewal, the fee has been paid, and all of the applicable forms have been filled out and signed off by Town Staff.



Councilor Storey-King said that she spoke to the applicant, and she apologized for not being here this evening. She is away and not able to attend the meeting. She has sold her property and expressed her appreciation in working with the Town Council over the past couple of years in making her event business a success. The new owners will not continue holding events at the location. Councilor Storey-King thanked Joanne and Greg Fryer for helping the Town craft our Farm Based Events Ordinance.

Councilor Copp asked how we can issue a license to somebody who does not own the property?

Councilor Storey-King said that the Fryer's are not leaving the property until after the summer. She does not know the details of the sale, but she does know that they are not leaving until September.

Councilor Foster said that it says on the application that the applicant owns the property. We could approve the license renewal if she doesn't own the property, if there is a contact with the new owner that allows for the use of the property after the sale, if that is the case.

Town Manager Shane said that Mrs. Fryer is leasing the property back from the new owner.

Councilor Segrist said that there is no apparent sense of urgency on approving the license renewal this evening. There is no harm in asking the question and tabling this to the next meeting.

Chairman Vail opened the Public Hearing.  
No public comment.  
Chairman Vail closed the Public Hearing.

Motion by Councilor Gruber, seconded by Councilor Segrist, to table to February 28, 2022.  
VOTE: 6-1 (Storey-King opposed)      MOTION PASSES

**22 – 014 To accept a donation from the Foreside Garden Club to be used for the Butterfly Garden, as recommended by the Lands & Conservation Commission.**

Chairman of the Lands & Conservation Commission, Mike Schwindt said that the Commission is required to make a recommendation to the Town Council regarding the receipt of gifts, and to administer each gift subject to the terms of that gift. The Foreside Garden Club, with members primarily in Falmouth, Portland, South Portland, and Cumberland, has donated over \$1,000 over the last few years for our use. Most recently, for 2 benches placed near the senior apartments on Drowne Road and in the butterfly garden. In addition, they have donated a number of plants over the last several years. If the funds are accepted, we will likely be purchasing bee, bat, and bird houses to be placed in the butterfly garden area. Mr. Schwindt respectfully requested that the \$200 gift from the Foreside Garden Club be accepted.

Chairman Vail asked for any public comment.  
No public comment.

Motion by Councilor Foster, seconded by Councilor Gruber, to accept a donation from the Foreside Garden Club to be used for the butterfly garden, as recommended by the Lands & Conservation Commission.  
VOTE: 7-0      UNANIMOUS

**22 – 015 To set a Public Hearing date of February 28<sup>th</sup> to consider and act on a liquor license renewal for Rachel's on the Green.**

Chairman Vail asked for any public comment.

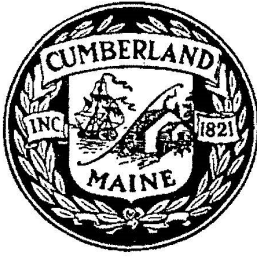
No public comment.

Motion by Councilor Edes, seconded by Councilor Storey-King, to set a Public Hearing date of February 28<sup>th</sup> to consider and act on a liquor license renewal for Rachel's on the Green.

VOTE: 7-0 UNANIMOUS

**22 – 016 To hear a presentation from the Town Manager re: FY2023 Municipal Budget.**

Town Manager Shane presented the following:



# M E M O R A N D U M

TOWN OF CUMBERLAND, MAINE  
290 TUTTLE ROAD  
CUMBERLAND, MAINE 04021  
TEL: 207-829-2205 FAX: 829-2224

**To:** Town Council  
**From:** William R. Shane, Town Manager  
**Date:** February 12, 2022  
**Re:** Budget FY 2023 Introduction

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**The Town Charter requires the following:**

## **ARTICLE VI - Budget**

### **Section 2. Preparation and submission of the budget**

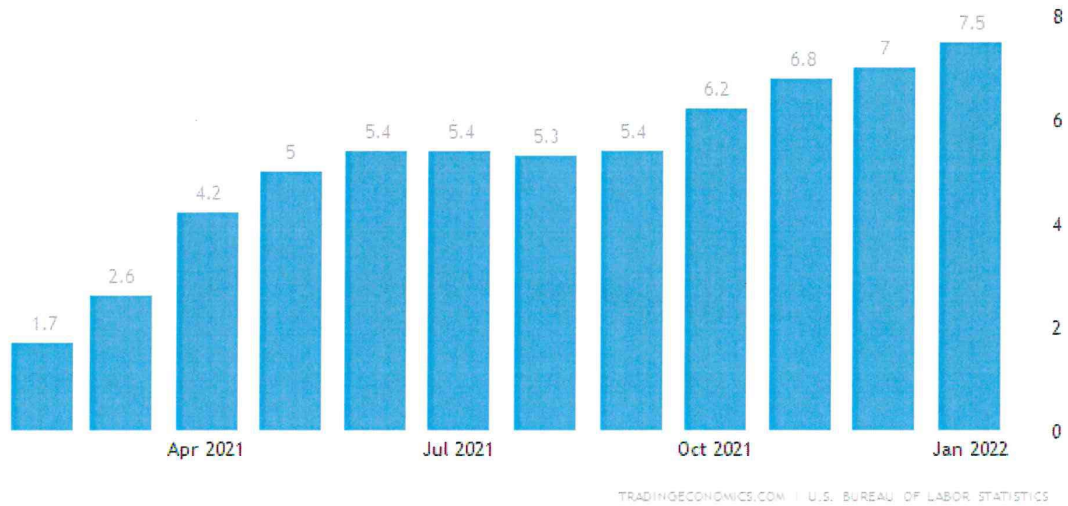
*The Town Manager, at least thirty-five (35) days prior to the beginning of each budget year, shall submit to the Town Council a budget and an explanatory budget message. The budget authority of the Council shall be limited to the final determination of the total appropriation to be made to each of the several offices, departments, and agencies of the town.*

*This year's budget is no different than any other year's budget, except that we have experienced inflation rates to our economy that have not been seen since the 1970's. That has compounded a challenging unemployment market and an impossible employee recruitment environment.*

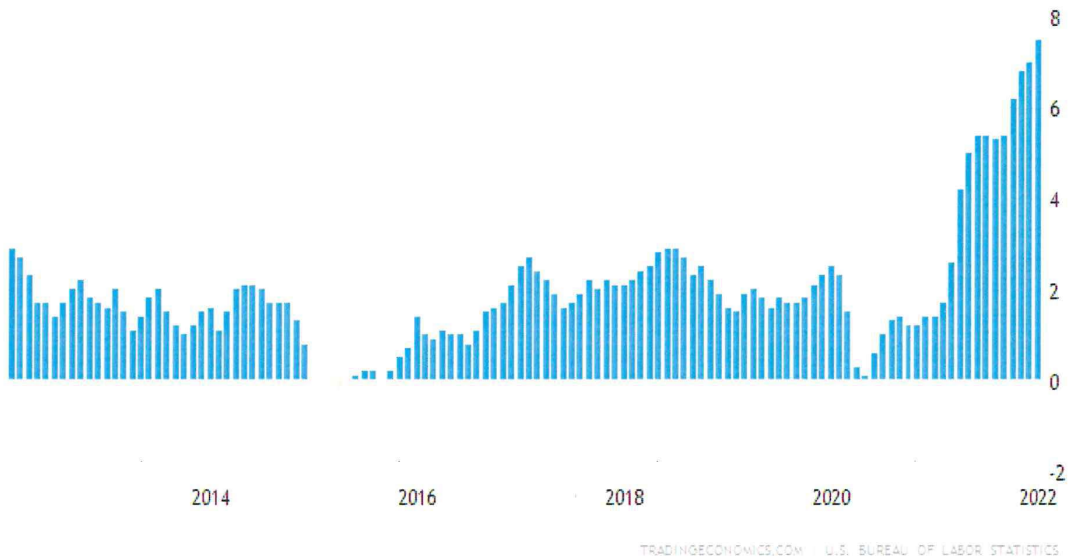
With inflation now at 7.5% and climbing, and a workforce that has not seen the number and types of job opportunities available, all towns are in for a challenging year ahead. Consequently, we will need to make some difficult decisions when moving the FY 2023 budget forward. Cherry picking specific revenues or expenses will not be effective. It will require a higher-level review as to what you wish this town to become and what you are willing to let go of to better serve all the residents of the community.



### Current Inflation Rate



### Past 10- year Inflation Rate



Our budget is comprised of expenses and non-property tax revenues. The balance that can not be paid for with non-property tax revenues is what is required to be raised by our property taxes. The services required to implement the programs we provide has a correlation to the growth of our town, especially in roadway miles, new buildings, and more calls for service both from Fire/EMS and Police.

DRAFT

GPCOG Member	2010 Population	2020 Population	Population Change	% change
Cumberland	7,211	8,473	1,262	17.50%
Scarborough	18,919	22,135	3,216	17.00%
Westbrook	17,494	20,400	2,906	16.61%
North Yarmouth	3,565	4,072	507	14.22%
Gorham	16,381	18,336	1,955	11.93%
Falmouth	11,185	12,444	1,259	11.26%
Sebago	1,719	1,911	192	11.17%
Freeport	7,879	8,737	858	10.89%
Durham	3,848	4,173	325	8.45%
Windham	17,001	18,434	1,433	8.43%
Yarmouth	8,349	8,990	641	7.68%
Gray	7,761	8,269	508	6.55%
Pownal	1,474	1,566	92	6.24%
South Portland	25,002	26,498	1,496	5.98%
Cape Elizabeth	9,015	9,535	520	5.77%
Bridgton	5,210	5,418	208	3.99%
Standish	9,874	10,244	370	3.75%
Portland	66,194	68,408	2,214	3.34%
New Gloucester	5,542	5,676	134	2.42%
Naples	3,872	3,925	53	1.37%
Casco	3,742	3,646	-96	-2.57%
Harrison	2,730	2,447	-283	-10.37%

The growth of our community over the past decade, and particularly since 2018, can be attributed to the turnover of existing housing more than another reason. Families that stayed during the recession and waited until now to capitalize on their home values have done very well. Nearly 30% of all homes sold last year in Cumberland were to out of state residents. The pandemic, our school system, and the quality of life that we offer here is and continues to be the reason we are the fastest growing community in Cumberland County during the past decade.

The changes in this year's budget overall looks like this:

	FY 19	FY 20	FY 21	FY 22	FY 23	PCT
	ACTUALS	ACTUALS	ACTUALS	BUDGET	Proposed	CHANGE
TOTAL EXPENSES	\$ 10,401,560	\$ 10,646,601	\$ 10,054,563	\$ 11,490,811	\$ 12,517,553	9.00%
GRAND TOTAL	\$ (5,463,275)	\$ (5,377,466)	\$ (6,325,625)	\$ (5,707,136)	\$ (6,329,394)	10.90%

Our budget can be broken into 11 categories that our accounting system calls characters:

ACCOUNTS FOR:	CY REV	PROJECTION	DOLLAR	PCT	
General Fund	BUDGET	LEVEL 1	CHANGE	CHANGE	EXPLANATION
Wages & Salaries	\$ 4,313,222	\$ 4,801,242	\$ 488,020	11.31%	4 Full time positions half funded in FY 22, 2 new paramedics, Fire Chief to full time, 6% wage increases, Wage adjustments where appropriate
Benefits	\$ 1,837,492	\$ 2,059,436	\$ 221,944	12.08%	Health insurance, WC Mod rating increased to .94 from .98 but salaries have increased, and MePERS
Utilities	\$ 505,348	\$ 531,658	\$ 26,310	5.21%	
General Expenditures	\$ 664,262	\$ 716,992	\$ 52,730	7.94%	
Building Expenses	\$ 60,779	\$ 63,441	\$ 2,662	4.38%	
Contracted Services	\$ 1,224,642	\$ 1,347,877	\$ 123,235	10.06%	PD (\$50k) and Solid Waste (\$90k)
Supplies/Tools/Equip	\$ 628,204	\$ 635,479	\$ 7,275	1.16%	
Grounds Maintenance	\$ 122,309	\$ 136,609	\$ 14,300	11.69%	
Program Expenses	\$ 347,252	\$ 328,386	\$ (18,866)	-5.43%	
Debt Service	\$ 1,262,301	\$ 1,279,933	\$ 17,632	1.40%	
CIP/HR Reserve Transfer	\$ 525,000	\$ 616,500	\$ 91,500	17.43%	PD/FD Vehicle Capital
	11,490,811.00	12,517,553.00	\$ 1,026,742	8.94%	

The largest increases are in **wages** with an 11.3% change. My budget allows for a 6% COLA. The balance of the wage increase is a result of funding 4 full-time positions last year at 50 % (January 1 start), some mid-year adjustments to lower salaried employees, 2 new paramedics, and making the Fire Chief's position full-time.

The 4 full-time positions being promoted to fully funded are in the Town Clerk's office, Public Works, Fire/EMS, and Police. All 4 positions began in January of 2022 instead of on July 1<sup>st</sup> to help last year's budget.

The changes to the Fire/EMS budget are a result of the current labor market and our ability, as well as all surrounding towns, to recruit per diem paramedics. We are at a critical juncture in emergency services. There are not enough qualified people graduating or being employed by other agencies to help with the current crisis of the shortage of trained EMS personnel. We will also be voting on our third union contract prior to July for Fire/EMS employees.

I am requesting to hire two more full-time paramedics, which will bring our total to 8, and allow for two trained medics per shift for our current 8-day schedule giving us full coverage. We will need to manage this additional staff and back them up, so I am requesting the Fire Chief position become full-time and that position will serve as a back-up to a second ambulance call or other emergency event if two emergencies occur concurrently. This is a big ask and I understand will be difficult. There are few options for back-up right now. The County is assisting all Towns in exploring regional opportunities. This will take several years to evaluate. All of us are serious and committed to a regional option, but we also need to deal with the emergency that is before us and while difficult, we need to be prepared to serve our community now. Falmouth employs over 30 full-time Fire/EMS staff and has plans to hire more than a dozen in the next few years. Our neighbors will always be there to help, but lately they have no one available when they are on a call to help anyone else. The irony of all of this is our Call Company. These members of our community have historically served as our volunteers, and when the bell rang, they came quickly. These dedicated citizens have now been hired as new full-time personnel here or in other towns, have had to work outrageous amounts of overtime in their present Fire/EMS jobs, or their full-time jobs have made them more unavailable because of a shrinking workforce. The once bountiful reserve pool of dedicated men and women has dwindled to handful of individuals that cannot fill the current needs of our department.

The 6% wage adjustment while high, if cut back will not result in much savings. The Police contract averages close to a 5% wage adjustment and Public Works close to 4%. The non-union employees are really the only area that could be reduced. All of our employees have struggled over the past 5 years with using the majority of their COLA's to cover the increases in their benefit costs. We need to keep our entire team together. At every level and in every department, we have some of the most talented and dedicated people I have ever had the privilege of working with in my 37 year municipal career.

There are deeper long-term concerns that we have before us that will require new policies and direction to Town Staff, and in particular the Town Manager. The very positive items in this budget are around Capital Planning and budgeting for both Fire/EMS and Police. Our Finance Director will lead you through these budgets as well as a reformatted TIF budget. We have included in this budget the completion of the Town Garage project at \$1M in the debt service budget. I propose going to bond through the Maine Bond bank in the Fall of this year for a Spring 2023 construction.

The next steps will be review and understanding of each department's request and to give me feedback and ideas for savings and/or changes in priorities. I expect we will not have a budget ready for an April public hearing, but we have met the 35-day requirement to have it submitted to you to begin the process.

The impact on the mil-rate and future property taxes:

	<b>FY 22</b>	<b>FY 23</b>	<b>Increase</b>
County	\$0.67	\$0.68	<b>\$0.01</b>
<b>Town</b>	<b>\$5.45</b>	<b>\$5.64</b>	<b>\$0.19</b>

This would equate to a \$.20 increase for Town and County taxes. We are anticipating a growth of \$25 million in property values, which helps with the increase, but this still equals \$20 for every \$100,000 taxable value. A \$500,000 (close to the average price now) will see a \$100 increase in property taxes attributed to the Town and County increase. The County is only about \$10 but that assessment to us this year will pass the \$1M mark and as you know, the County will be looking to begin a Fiscal Year budget in FY 20224 which will result in a payment of \$1.5M in the FY 2024 budget year, so we need to discuss that as well.


The Finance Committee meetings this year will also begin to set policies for future years. Perhaps the survey will provide insight to what our residents see as priorities for the future. There are ample exciting and great opportunities ahead of us. Clearly, we can't fund them all, but prioritizing what is best in order to responsibility grow our economy, while protecting the important attributes of our town, will continue to be a balancing act for many years to come.

This report along with the agenda, support materials, meeting notes and the proposed FY2023 expense & revenue budget can be found on our website at <https://www.cumberlandmaine.com/budgets>




## V. NEW BUSINESS

**Councilor Segrist** – he gave the following review on the Senior Property Tax Deferral Program:

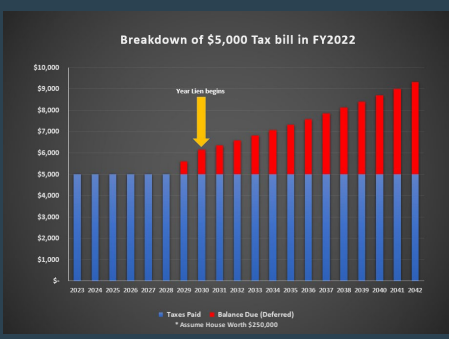


**Senior Property Tax Assistance (Deferral) Pilot Program**  
*Helping Cumberland Seniors Age In Place*

- Each year, property taxes tend to increase as the town grows and expands its services.
- However, many older residents, who have lived in town for decades and live on fixed incomes, are struggling to keep up with those increases.
- To help those residents, the Senior Property Tax Assistance (Deferral) Pilot Program would allow certain qualifying Cumberland residents to defer the payment of any incremental property taxes (e.g., \$250), effectively “freezing” their property taxes at their current baseline level (e.g., \$5,000); that is, until such time as certain triggering events occur.
- Any incremental amounts owed (e.g., \$250) would continue to accumulate over time and alien would be placed on the property unpaid in full (with interest).




**Breakdown of \$5,000 Tax bill in FY2022**



■ Taxes Paid ■ Balance Due (Deferred)  
\* Assume House Worth \$250,000

- The property must be an **eligible homestead** where the taxpayer has resided for at least **20 years** prior to the date of application;
- The taxpayer must be the **owner**, at least **70 years of age** and occupy the homestead as a **primary residence**; and
- The **household income** (Maine AGI) of the taxpayer **does not exceed 250%** of the federal poverty line (currently, \$66,260).



**Councilor Storey-King** – The Library Advisory Board will meet tomorrow evening to elect new officers. She will share the names of the new officers at the next meeting.

She thanked Councilor Foster for organizing the coffee chats at the library. She virtually attended the one last Thursday. It was great to see people wanting to get more involved in our community and it was a good discussion.

Thank you to the Town Manager and MDOT for another meeting last week that she also attended virtually. The meeting was about making our community safer, and she was pleased to see that MDOT is actively engaged in helping us.

**Councilor Gruber** – He thanked all the Food Pantry volunteers for all that they do. Since the Food Pantry opened, we have been fortunate enough to have over 500 people volunteer.

**Chairman Vail** – he and the Town Manager met with the Directors of the Farmer’s Club last week and had an opportunity to share some ideas for them to consider: a butcher shop, a farmer’s market, a restaurant, cold storage, and supporting a teaching position at the high school or middle school. They were receptive of the ideas for the most part. We think there may be some money available to initiate some of these ideas.

**Councilor Foster** – She, along with Brian Sites (North Yarmouth Select Board) and Mike Williams (School Board) attended the first coffee chat. The attendance was very encouraging, and the attendees were very engaged and asked a lot of great questions. People wanted to learn about the role of a municipal leader and committee work. There will be another coffee chat this Thursday at 8:30 a.m. at Prince Memorial Library, which will focus on committees and how to get involved. Councilor Vail and Peter Bingham, of the School Board, will be on that panel.

She reviewed a postcard that will be mailed out to residents in regard to the Town-wide survey. The survey link will go live this Thursday on the Town website, the Crier and social media.

**Councilor Edes** – he forwarded some information to the other Town Councilors regarding statistics on homes sales in Cumberland. The average sale price in Cumberland is \$650,000. In a lot of cases, people paid as much as \$300,00 over the asking price. This was an eye-opener for him.

**Councilor Copp** – no new business.

**VI. ADJOURNMENT**

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

VOTE: 7-0 UNANIMOUS

TIME: 9:29 P.M.

Respectfully submitted by,

Brenda L. Moore  
Council Secretary

# ITEM

## 22-020

To authorize the Town Manager to execute a lease agreement with the  
Cumberland Historical Society

## **LEASE AGREEMENT**

[Tax Map U11, Lot 50]

THIS LEASE AGREEMENT (hereinafter referred to as the "Lease") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **TOWN OF CUMBERLAND**, a Maine municipal corporation with a principal place of business and mailing address of 290 Tuttle Road, Cumberland, ME 04021 (hereinafter, the "LANDLORD"), and **CUMBERLAND HISTORICAL SOCIETY**, a Maine nonprofit corporation whose mailing address is PO Box 82, Cumberland, ME 04021, and which is located at 264 Main Street, Cumberland, ME 04021 (hereinafter called the "TENANT"). The LANDLORD and the TENANT are at times collectively referred to herein as the "Parties" or individually as the "Party."

### W I T N E S S E T H:

WHEREAS, the Cumberland Historical Society was founded in 1939 and has served the residents of the Town of Cumberland and the surrounding area in the decades since; and

WHEREAS, initially, the Cumberland Historical Society met at the Prince Memorial Library, and in 1989, established its headquarters in the 1853 one-room brick school house owned by the Town of Cumberland and located at 4 Blanchard Road; and

WHEREAS, on May 19, 2020, the schoolhouse was moved to its current location on the grounds of the Prince Memorial Library on Main Street in Cumberland, where it has since undergone extensive renovation; and

WHEREAS, the purpose of the Cumberland Historical Society is to collect, preserve, and display for the benefit of the public at large, the cultural, historical and related items that document life in the area now known as the Town of Cumberland from prehistoric times to the present, with the goal of supporting education of the history, people, activities, and natural environment of the Town; and

WHEREAS, the Cumberland Historical Society and the Town of Cumberland desire for the Historical Society to resume occupancy of this one-room brick school house, with the same operating as the Historical Society's headquarters as well as a museum open to the public, on the terms and conditions set forth in this Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the LANDLORD and the TENANT hereby agree with each other as follows:

**SECTION 1. Premises:** The LANDLORD hereby leases to the TENANT, and the TENANT hereby leases from the LANDLORD, for the term and upon and subject to the terms, conditions, covenants and provisions set forth in this Lease, a certain building adjacent to the Prince Memorial Library, being located at 264 Main Street, Cumberland, Maine, and being more properly identified as a part of Tax Map U10, Lot 17 on the official Tax Maps of the Town of Cumberland (the "Premises"). A plan showing the exact location of the Premises is attached hereto as **Exhibit A** and is incorporated by reference herein.

**SECTION 2. Term:** The Term of this Lease shall commence on the specified above (the “Commencement Date”) and shall continue thereafter for a period of ninety-nine (99) years, unless sooner terminated in accordance with the terms and conditions hereof (the “Term”). The LANDLORD and the TENANT shall have the joint option to renew the Lease for a successive ninety-nine (99) year period (the “Renewal Term”), if the Parties mutually agree on the terms of such renewal, including any increase in Rent, by the end of the initial Term.

**SECTION 3. Rent:** The TENANT covenants and agrees to pay to the LANDLORD, as rent for the Premises, One and 00/100 Dollars (\$1.00) per year (the “Rent”).

**SECTION 4. Use and Restrictions:** Except as otherwise agreed to by the parties in writing, the Premises shall be used exclusively for operation of the TENANT’s headquarters, the maintenance and operation of a small museum that will display a number of historical objects relevant to the history of the Town of Cumberland, which shall be open to the general public, within the headquarters itself, as well as auxiliary parking (collectively the “Permitted Use”). At no time shall the use of the Premises violate any occupancy restrictions imposed by the Fire Department or any other law, regulation, or restriction imposed by any local, state, or Federal authority.

**SECTION 5. Utilities:**

(a) The LANDLORD shall provide all utilities and auxiliary services necessary for the proper maintenance of the Premises and the TENANT’s performance of the Permitted Use, including but not necessarily limited to: broadband internet, phone, electricity, heat, air conditioning, dehumidification, humidification, and necessary window treatments to prevent ultra violet light penetration.

(b) The LANDLORD agrees to coordinate and work cooperatively with TENANT to identify any additional services that may be necessary for the proper protection of the TENANT’s personal property and to allow the Permitted Use to continue, provided however that the LANDLORD shall not be obligated to provide any utilities or auxiliary services not specifically listed in this Lease Agreement absent additional signed writing evidencing the same.

**SECTION 6. Maintenance Responsibilities:**

(a) The LANDLORD shall, during the term of this Lease, provide, keep, maintain, and repair the Premises in good and safe condition, which such maintenance responsibilities shall include the following:

(i) Maintenance of all landscaping and hardscaping surrounding the Premises, including but not limited to planting, pruning, weeding, mulching, lawn mowing, and removal of plants as necessary;

(ii) Snow removal, including but not limited to plowing any parking spaces associated with the Premises and keeping all walkways and other travelled surfaces reasonably clear of snow and ice;

(iii) Maintenance, repair, and general upkeep of the exterior of the Premises, including but not limited to maintenance (and if necessary, replacement) of the roof, the repointing of brick work as necessary, and painting or staining of wood surfaces as necessary; and

(iv) Maintenance, repair, and general upkeep of a combined security and fire alarm system protecting the Premises; and

(v) Maintenance, repair, and general upkeep of the elevator currently existing with the Premises, provided that LANDLORD does not provide any warranty, express or implied, regarding the current or future state of the same.

(b) Notwithstanding the foregoing, the TENANT shall be responsible for the keeping, maintaining and repairing of any improvements made to the Premises at TENANT's expense; provided, however, that no such improvements shall be made to the Premises without the advance written permission of the LANDLORD.

#### **SECTION 7. Personal Property Within Premises:**

For the avoidance of doubt, both during the Term of this Lease and after termination of the same the Parties understand and acknowledge the following regarding personal property stored within the Premises:

(a) All computers, display cases, and desks existing within the Premises as of the date of this Lease are the personal property of the TENANT.

(b) All shelving units existing within the Premises as of the date of this Lease are the personal property of the LANDLORD.

(c) Any additional personal property brought into the Premises or otherwise onto the Premises following the execution of this Lease shall be deemed to be the personal property of the TENANT, unless otherwise evidenced in writing.

#### **SECTION 8. Construction of Improvements:**

(a) The TENANT, at its own cost and expense and after consulting with the LANDLORD and obtaining the LANDLORD's written consent with respect to the plans and specifications and all other documentation reasonably requested by the LANDLORD, including but not limited to any assurances the LANDLORD may request with respect to the TENANT's financial capacity to construct the planned improvements, may make changes, improvements, alterations, substitutions, repairs, replacements, demolitions and/or additions thereto, all of which shall be subject to the written approval of the LANDLORD. All construction work performed by the TENANT and its contractors shall be performed in a good and workmanlike manner, employing material of good quality and complying with all governmental requirements. The TENANT agrees that all such construction work shall be prosecuted diligently and continuously until the construction has been completed as evidenced by an unconditional certificate of occupancy. The LANDLORD shall not be obligated under this Lease to provide any services to the TENANT, the Premises or with respect to the construction of the improvements, or to perform any other obligations with respect thereto.



**SECTION 9. Disposition of Improvements on Termination of Lease:** On the expiration or any earlier termination of this Lease, the TENANT shall vacate the Premises, leaving the Premises free and clear of any liens and encumbrances. The TENANT shall execute any transfer documents reasonably requested by the LANDLORD to evidence same, as well as any other instrument reasonably requested by the LANDLORD to effectuate same.

**SECTION 10. Requirements of Public Authority:** During the Term of this Lease, the TENANT shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, municipal, and local governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof, whether the same are in force at the commencement of the Term of this Lease or may in the future be passed, enacted or directed.

**SECTION 11. Reservation of Use of Premises:** The LANDLORD, for the benefit of third parties and the general public, as well as for the protection of the Premises and the LANDLORD's interest in same, reserves the right to enter upon the Premises, at all reasonable times, to inspect the Premises, confirm compliance with this Lease, and for all other reasonable purposes related thereto.

**SECTION 12. TENANT's Covenants:** The TENANT covenants and agrees as follows:

(a) Upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it (except as provided for in Paragraph 7 above) and to yield up peaceably to the LANDLORD the Premises in good order, repair and condition, damage by taking, fire and other insured casualty, and reasonable wear and tear only excepted.

(b) Not to make any use of the Premises which is improper, offensive or illegal, or not a Permitted Use; nor to permit any act or thing to be done on the Premises which shall constitute a nuisance or waste or which may make void or voidable any insurance on said Premises or the Premises or any improvements thereon.

(c) To keep the Premises free of liens for labor and materials and to save the LANDLORD harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or arising out of any work done by or on behalf of the TENANT.

(d) To permit the LANDLORD and its agents to examine the Premises and to permit the LANDLORD to enter said Premises as may be required by the LANDLORD under the terms of this Lease, provided that such entry shall be during normal business hours (except in the case of emergency) and shall not unreasonably interfere with the conduct of the TENANT's business.

(e) To remain an incorporated nonprofit corporation pursuant to the laws of the State of Maine, and in good standing with the Department of the Secretary of State.

**SECTION 13. Assignment and Subletting:** The TENANT may not assign or sublease this Lease or any sublease of all or any part of the Premises without the written consent of the LANDLORD.

#### **SECTION 14. Non-Waiver of Immunity; Indemnity:**

To the extent the LANDLORD is not fully immune or indemnified by the insurance coverage maintained by TENANT pursuant to Section 15, below, or by the Maine Tort Claims Act (14 M.R.S. § 8101, *et seq.*, as may be amended), the TENANT hereby agrees to indemnify, defend, and hold harmless the LANDLORD from all claims, demands, liabilities and suits (including reasonable attorney's fees) of any nature whatever arising out of, because of or due to the breach or default of the Lease by the TENANT, its employees, guests, invitees or contractors, or due to any act, occurrence or event by the TENANT, its employees, guests, invitees or contractors, or in any way due to the use of the Premises by the TENANT, its employees, guests, invitees or contractors, excluding normal wear and tear to the same. Said indemnification shall survive the termination of this Lease with respect to any claims or liability accruing prior to any termination.

Notwithstanding the above, nothing in this Lease is intended, or shall be construed, to constitute a waiver of any defense, immunity or limitation of liability that may be available to the LANDLORD or any of its officers, agents or employees, pursuant to the Maine Tort Claims Act (14 M.R.S. § 8101 *et seq.*), any State or federal statute, the common law or any other privileges or immunities as may be provided by law.

#### **SECTION 15. Insurance:**

The TENANT and its contractors shall maintain, at its expense, throughout the Term and any renewal thereof, insurance against loss or liability in connection with bodily injury or property damage arising out of the use of the Premises by the TENANT or its agents, employees, officers, invitees, visitors and guests, under one or more policies of general public liability insurance having limits as to each of not less than Four Hundred Thousand Dollars (\$400,000.00) for each occurrence or any higher limit as may be established by amendment of the Maine Tort Claims Act (14 M.R.S. §§ 8101-8118) and such policy shall name the LANDLORD as an additional insured. Such policy shall be cancelable or materially altered only upon at least thirty (30) days prior written notice to the LANDLORD. The TENANT shall provide evidence of such insurance to the LANDLORD prior to, but in any event no later than the execution of this Lease by both Parties.

The LANDLORD expects to maintain, at its expense and sole option and discretion, throughout the Term and any renewal thereof, insure the Premises with a policy having a combined total limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

**SECTION 16. Quiet Enjoyment:** The TENANT, upon observing and keeping all covenants, warranties, agreements and conditions of this Lease on its part to be kept shall quietly have, hold and enjoy the Premises during the Term of this Lease, without hindrance, molestation or disturbance.

**SECTION 17. Condition of Premises:** The Premises are being leased by the TENANT in their AS IS condition, WITHOUT REPRESENTATION OR WARRANTY by the LANDLORD. The TENANT acknowledges that it has inspected the Premises and has found it to be satisfactory.

#### **SECTION 18. Defaults:**

(a) The following shall constitute a default of the TENANT hereunder:

(i) The TENANT shall fail to pay any sum payable under the terms of this Lease, within thirty (30) days after written notice thereof by the LANDLORD;

(ii) The TENANT shall neglect or fail to perform or observe any term, provision, or covenant contained in this Lease, even if the same is not specifically stated in this Section 18, and the TENANT shall fail to remedy the same within thirty (30) days after the LANDLORD shall have given to the TENANT written notice specifying such neglect or failure, or within such longer period as may be reasonably required to cure such default if it is of such nature that it can be cured, but not within such thirty (30) day period; provided, however, that the TENANT promptly commences to remedy such default and proceeds with reasonable diligence thereafter to cure such default;

(iii) This Lease or the Premises or any part thereof shall be taken upon execution or by other process of law directed against the TENANT or shall be taken upon or subject to any attachment at the instance of any creditor of or claimant against the TENANT, and such attachment is not discharged or disposed of within sixty (60) days after the levy thereof;

(b) This Lease is made on condition that from and after the happening of any of the events of default itemized above (notwithstanding any license or any former breach of covenant or waiver of the benefit hereof or consent in a former instance), the LANDLORD lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon said Premises or any part thereof in the name of the whole, and repossess the same as of its former estate, and expel the TENANT and those claiming through or under it and remove its or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and upon entry as aforesaid this Lease shall terminate and title to any improvements shall transfer to the LANDLORD in accordance with Section 7.

**SECTION 19. Waivers:** Notwithstanding anything contained herein, failure of the LANDLORD to complain of any act or omission on the part of the TENANT, no matter how long the same may continue, shall not be deemed to be a waiver by the LANDLORD of any of its rights hereunder. The receipt of rent by the LANDLORD with knowledge of any breach of this Lease by the TENANT or of any default by the TENANT in the observance or performance of any of the conditions or covenants of this Lease shall not be deemed to be a waiver of any provision of this Lease or of any of the LANDLORD's rights hereunder. No waiver by the LANDLORD at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision.

**SECTION 20. Termination:** This Lease shall terminate upon (i) any of the termination events specified herein in this Lease, (ii) at the election of the LANDLORD for any cause not provided for herein in this Lease (or for no cause at all) with five (5) years' written notice to the TENANT, or (iii) at the election of the TENANT for any reason whatsoever with five (5) years' written notice to the LANDLORD.

**SECTION 21. Destruction:** In the event that, at any time during the Term of this Lease, the Premises and improvements on the Premises or any of them shall be destroyed or damaged in whole or in part by fire or other casualty, the TENANT, at its own cost and expense, may cause the same to be repaired, replaced or rebuilt within a period of time which, under all prevailing circumstances, shall be reasonable and in accordance with plans and specifications approved by the LANDLORD. Any insurance proceeds received from the insurance policies required by this Lease, which are payable with respect to damage to the improvements constructed on the Premises by the TENANT, may be used by and shall be made available to the TENANT to offset the TENANT's expenses incurred in connection with any such repair or replacement of the Premises.

**SECTION 22. Consent or Approval of LANDLORD:** For any act or thing in this Lease which requires the approval or consent of the LANDLORD, the LANDLORD shall not be deemed to have approved or consented until the written approval or consent of the Town Manager of the LANDLORD has been obtained.

**SECTION 23. Notices:**

Every notice, approval, consent or other communication authorized or required by this Lease shall not be effective unless the same shall be in writing and either hand delivered or sent postage prepaid by United States registered or certified mail, return receipt requested, directed to the other Party at its address set forth herein below, or such other address as either Party may designate by notice given from time to time in accordance with this Section.

All such notices and other communications initially shall be delivered or addressed as specified in the Preamble of this Agreement.

Except as otherwise provided herein, all notices shall be effective when mailed.

**SECTION 24. Partial Invalidity:** If any term, covenant, condition or provision of this Lease or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such Term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**SECTION 25. Interpretation; Choice of Law:** Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The Section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. This Lease and all rights, duties and performance hereunder or hereof shall be governed, interpreted, and construed in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the day and year first above written.

LANDLORD:

**TOWN OF CUMBERLAND**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: William R. Shane  
Its: Town Manager

TENANT:

**CUMBERLAND HISTORICAL SOCIETY**

\_\_\_\_\_  
Witness

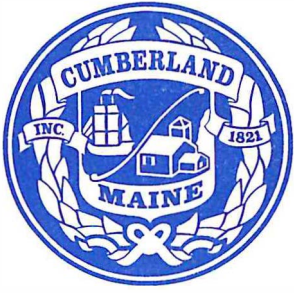
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

# ITEM

## 22-021

To hold a Public Hearing to consider and act on a Farm Based Special  
Events License renewal for Joanne Fryer of Mowfield Farm, LLC





# TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland, Maine 04021

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

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To: William Shane, Town Manager  
From: Tammy O'Donnell, Town Clerk  
Date: January 10, 2022  
Subject: Farm Based Special Events License

I would like to submit to you the paperwork for Mowfield Farm's annual renewal of their "Farm Based Special Events License". Mrs. Joanne Fryer has submitted the required documentation and paid her required fees. I have included a copy of the original Site Plan Notice of Decision and a copy of the list of abutters that were notified of the Public Hearing.

There are only three events that will be held this year on the premises:

July 30th from 4 - 10 p.m.

August 20th from 4 - 10 p.m.

September 4th from 4 - 10 p.m.



## FARM BASED SPECIAL EVENTS LICENSE

Chapter 81 of Town of Cumberland Code

### Application

Name: Joanne Fryer  
Address: 111 Bruce Hill Rd  
Email: ~~j.fryer@~~ joanne@joannefryer.com  
Telephone: (207) 829-8430  
PB Site Plan Approval Date: 2017-2018

### Submission Requirements

Please submit one paper copy and one electronic copy of your Site Plan (Planning Board Submission), Notice of Decision and Conditions of Approval along with this cover sheet.

### License Fee-\$50

License fee is to cover costs of Public Hearing Notices and advertisement to neighbors and abutters.

## **Notice of Decision**

**Date:** December 20, 2017

**To:** Joanne Fryer  
111 Bruce Hill Rd.  
Cumberland, ME 04021

**Re:** ***Public Hearing: Site Plan Review to allow for Farm Based Special Events, 111 Bruce Hill Road, Tax Map R05, Lot 42 A, Owner and Applicant: Joanne Fryer.***

This is to advise you that on December 19, 2017 the Planning Board held a public hearing for Site Plan Review to allow for Farm Based Special Events, 111 Bruce Hill Road, Tax Map R05, Lot 42 A, and voted to approve Site Plan Review to allow for Farm Based Special Events, 111 Bruce Hill Road, Tax Map R05, Lot 42 A, Owner and Applicant: Joanne Fryer subject to the Standard Condition of Approval and 4 Conditions of Approval.

**Findings of Fact:** See Below  
**Waivers granted:** None  
**Waivers Denied:** None

**Standard Condition of Approval:** This approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted by the applicant. Any variation from the plans, proposals and supporting documents, except de minimis 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.

**Conditions of Approval:**

1. The applicant shall obtain a sign permit from the Town of Cumberland.
2. The applicant shall comply with all state and local fire regulations.
3. All fees shall be paid prior to the Town Council's issuance of the Farm Based Event License.
4. Any temporary outdoor storage of fuels, petroleum products or chemicals shall be limited to the needs of a single event and will be temporary in nature and in approved containers.

Cumberland Planning Board

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Stephen Moriarty, Board Chair

# TOWN OF CUMBERLAND

## Individual Permit

### Farm Based Specialty Events License (Approved by Town Clerk & Town Manager)

This application **must be filed with the Town Clerk not less than 60 days** before the date of the event.  
Application must be accompanied by a non-refundable fee of **\$250 Per Event (\$750 Max per year)**

Name of Applicant: Joanne Fryer

Address of Applicant: 111 Bruce Hill Rd, Cumberland

Facility where the event will be held: 111 Bruce Hill Rd, Cumberland

Is the facility owned by the applicant: ☒ yes; ☐ no, (if no, attach a copy of the contract with the owner which allows use of property)

Telephone number: (207) 829-8430 cell! (207) 423-7406

Date of Event: 7/30/22 Markovchick Time (start and finish times): 4:05 until 10 p.m.

Expected attendance: <200 depends on catering costs.

Description of event: Weddy ceremony / Reception

Will any alcohol vendors be serving at the event? ☒ yes; ☐ no (if yes, list name and attach  
A copy of the vendors license to sell alcohol, describe what alcohol will be served) Not decided yet.

Planning Board Site Plan Approved: 12-20-17 Date 2018

Town Council License Approvals: \_\_\_\_\_ Date \_\_\_\_\_

Code Enforcement Office Approval  
For no outstanding code violations: [Signature] Date 1-10-22

[Signature]  
Town Clerk

[Signature]  
Town Manager

# TOWN OF CUMBERLAND

## Individual Permit

### Farm Based Specialty Events License (Approved by Town Clerk & Town Manager)

This application **must be filed with the Town Clerk not less than 60 days** before the date of the event.  
Application must be accompanied by a non-refundable fee of **\$250 Per Event (\$750 Max per year)**

Name of Applicant: Joanne T. Foyer

Address of Applicant: 111 Bruce Hill Rd., Cumberland

Facility where the event will be held: Mountain - 111 Bruce Hill Rd.

Is the facility owned by the applicant: ☒ yes; ☐ no, (if no, attach a copy of the contract with the owner which allows use of property)

Telephone number: (202) 229-8430 (cell) (202) - 423-7406

Date of Event: 8/20/22 Time (start and finish times): 4:55 to 10 p.m.

Expected attendance: 200 ± (depends on catering costs)

Description of event: Wedding ceremony; reception

Will any alcohol vendors be serving at the event? ☒ yes; ☐ no (if yes, list name and attach A copy of the vendors license to sell alcohol, describe what alcohol will be served) TBD - not decided yet

Planning Board Site Plan Approved: 12-20-17 Date 2018

Town Council License Approvals: \_\_\_\_\_ Date \_\_\_\_\_

Code Enforcement Office Approval  
For no outstanding code violations: [Signature] Date 1-10-22

[Signature]  
Town Clerk

[Signature]  
Town Manager

# TOWN OF CUMBERLAND

## Individual Permit

### Farm Based Specialty Events License (Approved by Town Clerk & Town Manager)

This application **must be filed with the Town Clerk not less than 60 days** before the date of the event.  
Application must be accompanied by a non-refundable fee of **\$250 Per Event (\$750 Max per year)**

Name of Applicant: Joanne Fryer

Address of Applicant: 111 Bruce Hill Rd., Cumberland

Facility where the event will be held: 111 Bruce Hill Rd.; Cumberland

Is the facility owned by the applicant: ☒ yes; ☐ no, (if no, attach a copy of the contract with the owner which allows use of property)

Telephone number: (207) 829-8430 ; (207) 423-7406

Date of Event: 9/4/22 Time (start and finish times): 4:05 to 10 p.m.  
Chevermont LeBlanc

Expected attendance: 200 - may change due to catering cost increases

Description of event: Wedding ceremony / Reception

Will any alcohol vendors be serving at the event? ☒ yes; ☐ no (if yes, list name and attach a copy of the vendors license to sell alcohol, describe what alcohol will be served) Not decided yet

Planning Board Site Plan Approved: 12-20-17 2018  
Date

Town Council License Approvals: \_\_\_\_\_  
Date

Code Enforcement Office Approval W.H. Fryer 1-10-22  
For no outstanding code violations: \_\_\_\_\_  
Date

Sammara P. O'Donnell  
Town Clerk

W.H. Fryer  
Town Manager



**Town of Cumberland  
Cumberland Town Hall, Council Chambers  
Monday, February 14, 2022, at 7:00 p.m.**

**Notice from the Town of Cumberland**

The following item will be heard at **the February 14, 2022, Town Council**  
Meeting: Renewal of Farm Based Special Events License for Mowfield Farm,  
Mrs, Joanne Fryer, 111 Bruce Hill Road, Cumberland, Maine.

For More Information call the Cumberland Town Clerk's Office at (207) 829-5559, email  
[todonnell@cumberlandmaine.com](mailto:todonnell@cumberlandmaine.com) or stop by the Cumberland Town Hall, 290 Tuttle Road,  
Cumberland, Maine 04021.

For cancellations check Channel 6, 8, 13 or the town website @ [cumberlandmaine.com](http://cumberlandmaine.com).

Agenda items are subject to change without notice. The most current agenda is available  
on our website or by contacting the Town Clerk's Office.

Please inform us of any special requirement you may have due to a disability.

# ITEM

## 22-022

To hold a Public Hearing to consider and act on a liquor license renewal  
for Rachel's on the Green





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

## Application for an On-Premises License

*All Questions Must Be Answered Completely. Please print legibly.*

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

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

Legal Business Entity Applicant Name (corporation, LLC): <u>RACHEL'S ON THE GREEN</u>	Business Name (D/B/A): <u>RACHEL'S ON THE GREEN</u>
Individual or Sole Proprietor Applicant Name(s): <u>LIOYD SMITH</u>	Physical Location: <u>60 VAL HALLA RD CUMBERLAND, ME 04021</u>
Individual or Sole Proprietor Applicant Name(s): <u>CELESTE ROSS</u>	Mailing address, if different:
Mailing address, if different from DBA address: <u>WAYNE AVE GRAY ME 04039</u>	Email Address: <u>RACHELS ON THE GREEN AT VA @ GMAIL. COM</u>
Telephone #                      Fax #: <u>207-829-2225 EXT. 4</u>	Business Telephone #                      Fax #: <u>SAME</u>
Federal Tax Identification Number: <u>27-5380488</u>	Maine Seller Certificate # or Sales Tax #: <u>1149663</u>
Retail Beverage Alcohol Dealers Permit: <u>N/A</u>	Website address: <u>RACHELS ON THE GREEN . COM</u>

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

☒ Renewal                      Expiration Date: 03/31/22

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

Food: 303897.47                      Beer, Wine or Spirits: 281235.20                      Guest Rooms: N/A

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

☒ Malt Liquor (beer)    ☒ Wine    ☒ Spirits

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

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

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

5. Business records are located at the following address:

60 VAL HALLA RD. UMBELAND, ME 04071

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

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

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

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

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

☐ Yes ☐ No

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

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

☐ Yes ☒ No

If yes, please provide details: \_\_\_\_\_  
\_\_\_\_\_

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

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

Name of Business	License Number	Complete Physical Address

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

Full Name	DOB	Place of Birth
LLOYD SMITH		WINTERHAVEN, FLA
CELESTE ROSS		AUGUSTA, ME
PATTY DUNN		PORTLAND, ME

Residence address on all the above for previous 5 years

Name LLOYD SMITH	Address: WAYNE AVE GRAY, ME 04109
Name CELESTE ROSS	Address: CARLISLE RD. CUMBOLEND FOLDSIDE, ME 04110
Name PATTY DUNN	Address: JEAN ST. FREEPORT, ME 04102
Name	Address:

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

☐ Yes ☒ No

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

\_\_\_\_\_

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

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

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

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

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

Name: \_\_\_\_\_ Date of Conviction: \_\_\_\_\_

Offense: \_\_\_\_\_ Location: \_\_\_\_\_

Disposition: \_\_\_\_\_

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

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

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

TOWN OF CUMBERLAND 290 TUTTLE RD CUMBERLAND, ME 04021

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

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

RESTAURANT & BAR AREA

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

Name: BREELY HIGH SCHOOL

Distance: 1.5 MILES

## Section II: Signature of Applicant(s)

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

Please sign and date in blue ink.

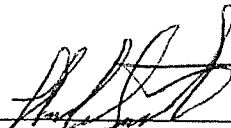
Dated: 1/27/21



Signature of Duly Authorized Person

CHERYL ROSS

Printed Name Duly Authorized Person



Signature of Duly Authorized Person

Lloyd Smith

Printed Name of Duly Authorized Person

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

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

Dated: \_\_\_\_\_

Who is approving this application? ☐ Municipal Officers of \_\_\_\_\_

☐ County Commissioners of \_\_\_\_\_ County

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

Signature of Officials	Printed Name and Title

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

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

§653. Hearings; bureau review; appeal

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

**A.** The bureau shall prepare and supply application forms.

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

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

*All Questions Must Be Answered Completely. Please print legibly.*

1. Exact legal name: RACHELS ON THE GREEN
2. Doing Business As, if any: RACHELS ON THE GREEN
3. Date of filing with Secretary of State: 1/27/21 State in which you are formed: MAINE
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:  
\_\_\_\_\_
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
LYOND SMITH	WAYNE AVE GRAY ME		OWNER	50%
CECILE ROSS	CARRIAGE RD CUMBERLAND FORESIDE			25%
PATMY DUNN	JEAN ST. TREEPORT, ME		+	25%

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



Bureau of Alcoholic Beverages and Lottery Operations  
Division of Liquor Licensing and Enforcement  
8 State House Station, Augusta, ME 04333-0008  
(207) 624-7220

**Application for an Auxiliary License**

Please clearly complete this form in its entirety.

1. Type of Application: ☐ Golf Course ☒ Golf Course with a mobile service bar  
☐ Ski Area

Application Fee: \$100.00 each. Please make check payable to the Treasurer, State of Maine.

2. Licensee Information:

Legal Name: RACHEL'S ON THE GREEN

Doing business as: RACHEL'S ON THE GREEN

License Number: 7551

Mailing Address: 60 VAL HALLA RD  
CUMBERLAND, ME 04021

Physical Location Address: SAME

Telephone Number: 207-829-2225 EXT. 4 Fax: \_\_\_\_\_

Email address: RACHELSONTHEGREENATVH@GMAIL.COM

3. Describe auxiliary premise and the location at the ski area or golf course: (include diagram)

18 HOLE GOLF COURSE LOCATED IN CUMBERLAND CENTER

4. Name, address & telephone number of Property Owner (include copy of lease / rental agreement):

TOWN OF CUMBERLAND

290 TUTTLE RD. CUMBERLAND, ME 04021

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name



**TO STATE OF MAINE MUNICIPAL OFFICERS & COUNTY COMMISSIONERS:**

Hereby certify that we have complied with Section 653 of Title 28-A Maine Revised Statutes and hereby approve said application.

**For use by Municipal Officers and County Commissioners only:**

**Note:** This application must be approved by the Municipal Officers of the municipality of the applicant or if the applicant is in an unincorporated place, by the County Commissioners. Please complete the following certification:

State of Maine, County of \_\_\_\_\_

The undersigned being: ☐ Municipal Officers ☐ County Commissioners

for \_\_\_\_\_, Maine.  
(Name of Municipality)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Maine.

Signature of Officials	Printed Name and Title

***Please include a copy of the receipt paid to the County Commissioners – if applicable.***

Submit Completed Forms To: Bureau of Alcoholic Beverages  
Division of Liquor Licensing and Enforcement  
8 State House Station, Augusta, Me 04333-0008  
Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434  
Email Inquiries: [MaineLiquor@Maine.gov](mailto:MaineLiquor@Maine.gov)

**For Office Use Only:**

Date Filed: \_\_\_\_\_ ☐ Approved ☐ Not Approved

Date Issued: \_\_\_\_\_ Issued By: \_\_\_\_\_

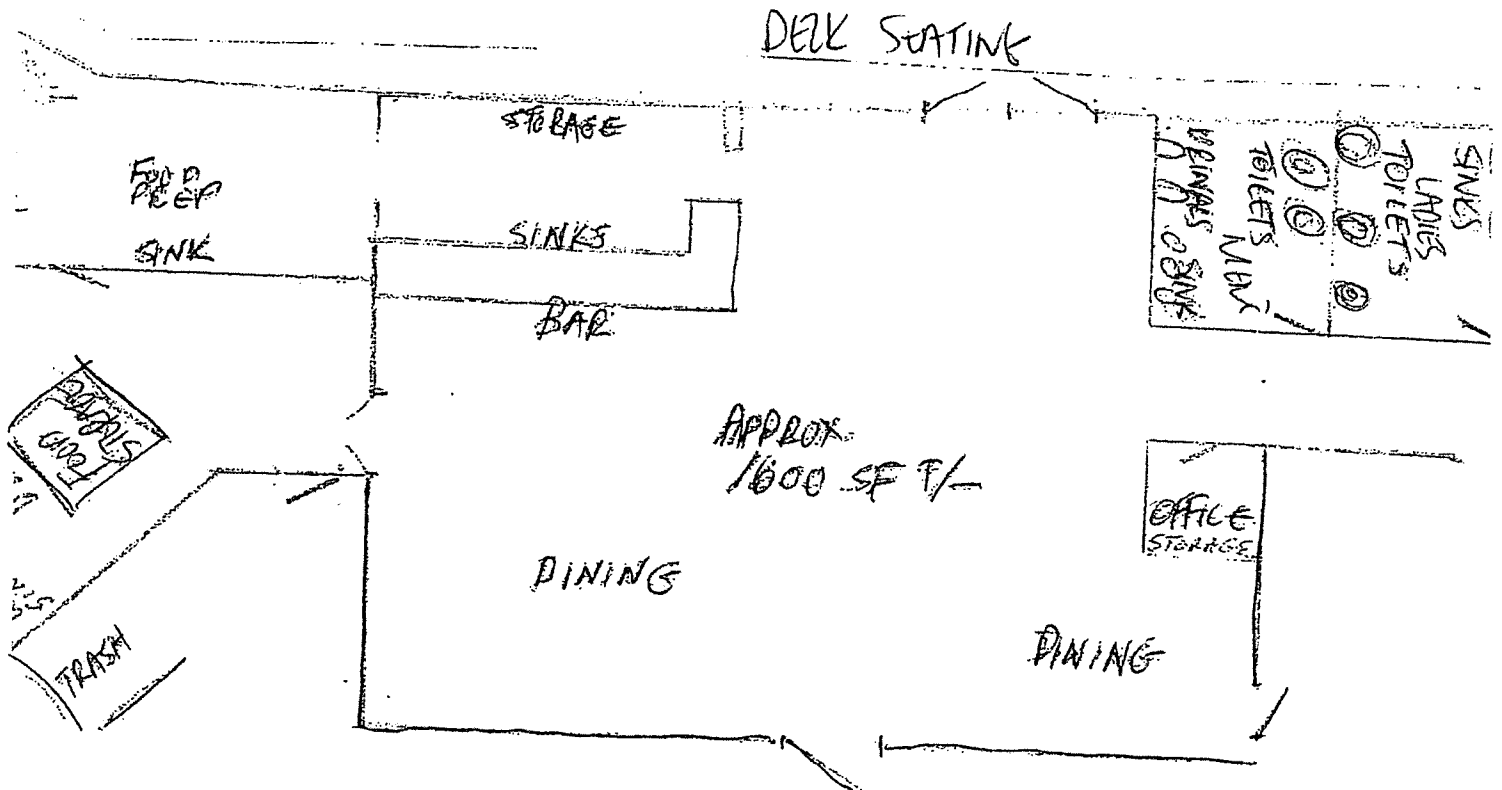
RACHA'S ON THE GREEN

60 VIL HALLA RD.

PREMISE DIAGRAM

CUMBERLAND, ME 04021

LICENSE # 7551



2/27/20

# ITEM 22-023

To consider and act on Commercial Hauler's license for  
Breggia Sanitation, LLC



207 Sheridan Street  
Portland, Maine 04101  
207-274-3404  
[breggiasanitation@gmail.com](mailto:breggiasanitation@gmail.com)

February 8, 2022

Brenda Moore  
Executive Assistant/HR Specialist  
Town of Cumberland  
290 Tuttle Rd.  
Cumberland, Maine 04021

Re: Waste Hauler License Application

Brenda,

Please find enclosed, a Commercial Hauler's License Application for Breggia Sanitation, Certificate of Insurance as well as the \$100.00 application fee. Breggia Sanitation intends to provide waste removal for residential construction sites in the Town of Cumberland. Per the application we are also providing the following information:

Client Information

Brush & Hammer Builders – Commercial Client – Solid Waste – collections times will be as needed based on the size and timing of the construction project.

Equipment

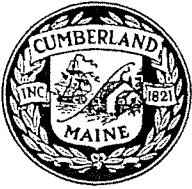
Equipment consists of a 2003 Kenworth T800 Roll Off truck and several 30yd dumpsters as needed per construction site.

Please feel free to contact me at the above referenced number should you have any additional questions.

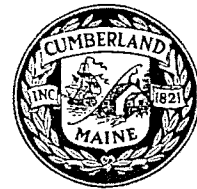
Sincerely,

A handwritten signature in blue ink, appearing to read "F. Gino Breggia".

Gino Breggia  
Owner



TOWN OF CUMBERLAND  
COMMERCIAL HAULER'S LICENSE  
APPLICATION



COMPANY NAME: Breggia Sanitation  
COMPANY ADDRESS: 207 Sheridan St.  
Portland 04101

DATE: 1-31-21  
BUSINESS TEL.: 207-274-3404

OWNER OR PROPRIETOR:  
F. Gino Breggia

HOME TEL.: 818-826-4818

ADDRESS:  
207 Sheridan St.  
Portland ME

YEARS IN BUSINESS: 6 months NUMBER OF VEHICLES IN FLEET: 1

NUMBER OF VEHICLES NORMALLY IN USED IN CUMBERLAND WASTE DISPOSAL  
OPERATIONS: 1

DESCRIPTION:	YEAR	MAKE	CAPACITY	G.V.W.
<u>Kenworth T800B</u>	<u>2003</u>	<u>Kenworth</u>	<u>75,000 lbs</u>	<u>25,000 lbs</u>
<u>Roll off Truck</u>				

NUMBER OF CUMBERLAND CUSTOMERS: 1 - Brush + Hammer Builders

DAY(S) OF THE WEEK COLLECTIONS ARE MADE IN CUMBERLAND: TBD

ARE COLLECTIONS MADE WEEKLY ☐ EVERY OTHER WEEK ☐ OTHER:(EXPLAIN) ☐

Collections will be made on an as needed basis for residential  
Construction sites and possibly other commercial clients.

OTHER COMMUNITIES WHERE APPLICANT DOES BUSINESS: FALMOUTH: ☒ GRAY ☐  
PORTLAND ☒ WINDHAM ☒ POWNAL ☐ NORHT YARMOUTH ☒ FREEPORT ☐  
YARMOUTH ☒ STANDISH ☐ OTHER: ☐

\*\*\*\*\*

FOR TOWN USE ONLY

DATE OF COUNCIL ACTION ☐ APPROVED ☐ DISAPPROVED ☐

DATE FEE PAID ☐ AMOUNT ☐ LIC # ☐ DATE ISSUED ☐

COLLECTION/ROUTE SCHEDULE ON FILE ☐ CERTIFICATE OF INSURANCE ON FILE ☐



BREGSAN-01

RNEGUS

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2021

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

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

<b>PRODUCER</b> Clark Insurance 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (207) 774-6257	<b>FAX (A/C, No):</b> (207) 774-2994
	<b>E-MAIL ADDRESS:</b> info@clarkinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A : Burlington Ins. Co.	23620
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**INSURED**  
  
Breggia Sanitation, LLC  
207 Sheridan Street  
Portland, ME 04101

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			145B522205	7/8/2021	7/8/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

## CERTIFICATE HOLDER

## CANCELLATION

Insured's use

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

AUTHORIZED REPRESENTATIVE

# BUDGET REPORT

# Revenues



02/24/2022  
09:11:40

## TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

PAGE 1  
glactrpt

FOR PERIOD 08 OF 2022

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
<hr/>					
0011 Other Tax Revenues					
<hr/>					
0011 0303 Motor Vehicle Excise Tax	-1,426,915.98	-1,495,192.12	-1,594,548.67	-1,469,013.01	-2,003,000.00
0011 0304 Boat Excise Tax	-3,465.00	-3,494.30	-4,943.00	-3,995.10	-17,000.00
0011 0325 Supplemental Taxes	.00	-38,940.00	.00	.00	.00
0011 0328 Outer Islands Property Tax	-22,020.50	-23,513.74	-22,947.69	-22,947.68	-46,000.00
0011 0329 Payment in Lieu of Taxes	-15,959.00	-16,061.48	-18,903.00	-38,079.00	-33,000.00
TOTAL Other Tax Revenues	-1,468,360.48	-1,577,201.64	-1,641,342.36	-1,534,034.79	-2,099,000.00
0012 License & Permit Revenues					
<hr/>					
0012 0311 Hunting/Fishing Lic Agent Fees	-293.25	-280.75	-240.00	-772.18	-541.00
0012 0312 Marriage Lic & Vital Records	-1,807.60	-1,827.00	-1,916.00	-2,060.60	-2,400.00
0012 0313 Birth Certificates	-968.80	-1,095.40	-916.80	-1,320.40	-1,400.00
0012 0314 Death Certificates	-1,278.20	-1,331.20	-1,170.60	-803.60	-1,500.00
0012 0315 Clerk Licenses	-2,370.00	-1,760.00	-1,310.00	-2,985.00	-4,608.00
0012 0316 Shellfish Licenses	-474.92	-483.26	-660.57	-715.31	-600.00
0012 0317 Conservation Fees	-115.08	-76.74	-149.43	-154.69	-100.00
0012 0334 Snowmobile Reg. Agent Fees	-216.00	-223.00	-263.00	-251.00	.00
0012 0361 Motor Vehicle Reg. Agent Fees	-13,672.00	-19,109.00	-21,815.00	-20,415.00	-21,406.00
0012 0362 Boat Reg. Agent Fees	-158.00	-188.00	-189.00	-165.25	-500.00
0012 0366 Building Permits	-53,117.88	-49,544.31	-87,627.55	-104,151.51	-75,000.00
0012 0367 Electrical Permits	-13,284.80	-14,806.55	-23,708.82	-19,103.83	-21,634.00
0012 0368 Plumbing Permits	-10,573.50	-9,832.50	-16,100.00	-15,443.75	-18,789.00
0012 0369 Other Permits	-720.00	-446.00	-401.00	-1,413.00	-1,751.00
0012 0383 ATV Reg. Agent Fees	-69.00	-71.00	-59.00	-48.00	-60.00
0012 0390 Misc. Revenue	.00	.00	-100.00	-80.00	.00
0012 0398 Application Fee	-3,400.00	-1,250.00	-450.00	-1,100.00	-1,300.00
0012 0401 Dog Reg. Clerk Fees	-860.00	-809.00	-615.00	-739.00	-900.00
0012 0404 Commercial Haulers License	.00	.00	-100.00	.00	-500.00
TOTAL License & Permit Revenue	-103,379.03	-103,133.71	-157,791.77	-171,722.12	-152,989.00
0013 Intergovernmental Revenues					
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0013 0331 State Revenue Sharing	-314,563.09	-513,481.29	-681,122.66	-871,523.91	-825,000.00
0013 0335 Local Rd Asst Prog	-68,644.00	-71,480.00	-66,876.00	-72,636.00	-67,000.00



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FOR PERIOD 08 OF 2022

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
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0013 0341 North Yarmouth Recreation Shar	-9,460.00	1,742.50	-4,546.00	-32,304.00	-129,216.00
0013 0342 North Yarmouth Library Share	-80,036.00	-84,680.42	-45,848.25	-48,108.75	-192,435.00
0013 0390 Misc. Revenue	.00	.00	.00	-5,898.75	.00
TOTAL Intergovernmental Revenue	-472,703.09	-667,899.21	-798,392.91	-1,030,471.41	-1,213,651.00
 0015 Other Revenues					
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0015 0305 Interest & Penalties	-12,362.66	-24,314.29	-11,214.99	-5,420.41	-30,000.00
0015 0306 Over/Short	5,105.60	572.03	456.18	-3,912.38	-100.00
0015 0364 Growth Permits	-2,300.00	-2,000.00	-2,600.00	-1,900.00	-2,000.00
0015 0365 Board of Appeals	-100.00	-200.00	.00	.00	.00
0015 0390 Misc. Revenue	-39,961.09	-31,976.27	-32,388.66	-44,140.87	-25,000.00
0015 0399 Staff Review Fee	-9,250.00	-9,025.00	-4,350.00	-3,800.00	-9,700.00
0015 0403 Mooring Fees	-2,021.92	-2,846.00	-2,644.00	-9,348.00	-5,000.00
0015 0410 Private Ways	-600.00	.00	-200.00	.00	-400.00
0015 0508 Impact Fees	-58,932.30	-58,209.20	-72,982.00	-78,754.20	-60,000.00
TOTAL Other Revenues	-120,422.37	-127,998.73	-125,923.47	-147,275.86	-132,200.00
 0021 Police Related Revenues					
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0021 0337 State Grant revenue	-965.00	-1,846.00	-951.30	.00	.00
0021 0351 Police Issued Permits	-1,670.00	-7,734.00	-765.00	-377.00	-2,000.00
0021 0353 Police Insurance Reports	-356.00	-390.00	-250.00	-772.00	-500.00
0021 0390 Miscellaneous Police Revenue	-753.00	-177.00	-51.00	-125.00	-648.00
0021 0427 Parking Tickets	-325.00	-575.00	-225.00	-25.00	-100.00
0021 0431 Outside Detail	737.52	.00	.00	.00	.00
0021 0536 Dog Licenses ACO Revenue	-2,104.00	-2,851.00	-1,301.00	-1,495.00	-1,800.00
0021 0540 MSAD #51 SRO Reimbursement	-24,500.00	.00	.00	.00	.00
0021 0546 Court Reimbursements	46.00	-3,492.28	-119.02	-932.88	-2,200.00
TOTAL Police Related Revenues	-29,889.48	-17,065.28	-3,662.32	-3,726.88	-7,248.00
 0022 Fire Related Revenues					
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0022 0390 Misc. Revenue	.00	-15.00	.00	.00	.00
0022 0504 Rescue Billing	-114,762.73	-96,561.77	-75,052.39	-87,675.35	-160,000.00

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FOR PERIOD 08 OF 2022

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0022 0507 Paramedic Intercepts	.00	.00	-300.00	.00	.00
0022 0617 Donations Received	.00	-1,000.00	-4,295.00	.00	.00
0022 0617 COVID Donations Received	.00	.00	8.99	.00	.00
TOTAL Fire Related Revenues	-114,762.73	-97,576.77	-79,638.40	-87,675.35	-160,000.00
0031 Public Services Revenues					
0031 0390 Misc. Revenue	-3,140.00	-5,976.00	-3,560.00	-28.00	-20,500.00
0031 0391 Field Usage Fees	-5,383.20	-4,031.80	.00	-60.00	-5,000.00
0031 0431 Outside Details	-1,234.03	-852.16	.00	.00	.00
0031 0517 Bags/Universal Waste	-207,547.50	-152,681.50	-180,765.00	-84,642.50	-295,015.00
0031 0539 Brush Passes	-1,820.00	-1,717.00	-6,409.00	-3,194.00	-8,277.00
0031 0617 Twin Brooks Donations	.00	-100.00	-1,885.00	-2,908.60	.00
TOTAL Public Services Revenues	-219,124.73	-165,358.46	-192,619.00	-90,833.10	-328,792.00
0035 VH Other Revenues					
0035 0329 Payment in Lieu of Taxes	.00	-9,000.00	.00	.00	.00
0035 0378 Soda Sales	-2,039.60	-1,594.40	-2,085.40	-2,745.00	-2,500.00
0035 0560 Rental Income	-10,276.25	-6,750.00	-6,750.00	-7,500.00	-14,000.00
0035 0565 Cell Tower Land Lease	-14,400.00	-14,400.00	-15,480.00	-16,560.00	-24,840.00
TOTAL VH Other Revenues	-26,715.85	-31,744.40	-24,315.40	-26,805.00	-41,340.00
0037 VH Golf Revenues					
0037 0306 Over/Short	-7.24	506.47	-3.89	-.64	.00
0037 0357 Golf Memberships	-117,410.40	-93,154.48	-123,701.55	-177,861.10	-235,542.00
0037 0358 Greens Fees	-99,893.75	-80,082.44	-125,666.61	-146,279.50	-179,737.00
0037 0359 Golf Cart Rentals	-56,108.29	-52,915.45	-72,911.19	-87,765.00	-92,257.00
0037 0416 Practice Range	-4,911.75	-1,248.25	-6,478.97	-4,888.00	-8,860.00
0037 0417 VH Program Revenues	-46,365.70	-42,284.00	-50,811.63	-80,230.00	-70,500.00
0037 0419 Advertising Sales	-5,681.50	.00	.00	-1,200.00	-22,500.00
0037 0522 Outing Golf	-41,978.43	-66,487.00	-36,038.00	-64,708.00	-48,290.00
TOTAL VH Golf Revenues	-372,357.06	-335,665.15	-415,611.84	-562,932.24	-657,686.00
0041 Recreation Related Revenues					

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FOR PERIOD 08 OF 2022

ACCOUNTS FOR:		PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
001	General Fund					
0041	0440 41100 After School Programs	-197,522.09	-223,123.50	-201,727.00	-224,505.00	-272,000.00
0041	0441 41110 Youth Enrichment Programs	-100,843.70	-117,886.07	-19,613.50	-142,955.50	-175,000.00
0041	0442 41120 Youth Sports Programs	-56,399.25	-60,503.00	-7,372.50	-95,415.75	-115,000.00
0041	0443 41130 Skiing Programs	-53,362.00	-57,274.00	-13,802.50	-25,255.00	-45,020.00
0041	0444 41140 Day Camps	-29,100.65	-30,108.43	-71,445.50	-211,997.90	-165,000.00
0041	0445 41150 Swimming Programs	-20,567.29	-20,171.00	-1,155.00	-5,015.00	-21,250.00
0041	0446 41160 Adult Enrichment Revenue	-30,730.43	-32,691.26	-7,975.00	-14,315.40	-31,715.00
0041	0447 41170 Adult Fitness Revenue	-44,574.33	-43,060.20	-20,223.00	-36,447.00	-45,000.00
0041	0448 41190 Special Events/Trips Reven	-3,260.00	-3,481.00	.00	-6,896.00	-5,000.00
0041	0449 41190 Recreation Programs	-1,056.00	-5,984.28	.00	.00	-1,995.00
0041	0570 41190 Rec Soccer Revenue	-18,175.00	-20,190.00	-9,123.00	-29,782.00	-23,000.00
0041	0571 41190 Rec Ultimate Frisbee Reven	-5,419.00	-6,890.00	-720.00	-6,605.00	-14,000.00
0041	0606 41190 CPR/First Aid Revenues	5.00	-575.00	-165.00	-335.00	-250.00
	TOTAL Recreation Related Reven	-561,004.74	-621,937.74	-353,322.00	-799,524.55	-914,230.00
0044	W Cumberland Hall Revenues					
0044	0377 Hall Rental	.00	.00	.00	-680.00	.00
	TOTAL W Cumberland Hall Revenu	.00	.00	.00	-680.00	.00
0045	Library Related Revenues					
0045	0392 Library Fines	-2,001.30	-2,995.02	-636.59	-49.15	.00
0045	0394 Misc. Library Revenue	-796.10	-885.20	-480.62	-193.57	.00
	TOTAL Library Related Revenues	-2,797.40	-3,880.22	-1,117.21	-242.72	.00
	TOTAL General Fund	-3,491,516.96	-3,749,461.31	-3,793,736.68	-4,455,924.02	-5,707,136.00
	TOTAL REVENUES	-3,491,516.96	-3,749,461.31	-3,793,736.68	-4,455,924.02	-5,707,136.00
	GRAND TOTAL	-3,491,516.96	-3,749,461.31	-3,793,736.68	-4,455,924.02	-5,707,136.00

## Expenses

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FOR PERIOD 08 OF 2022

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
130 Administration	415,051.36	431,607.69	374,869.26	420,124.32	664,743.00
140 Assessor	72,378.46	66,711.64	71,314.52	75,956.78	118,867.00
150 Town Clerk	158,772.11	177,610.75	144,523.34	186,300.21	291,177.00
160 Technology	140,726.63	178,811.34	211,589.77	192,786.54	280,613.00
165 Elections	5,701.69	7,530.43	5,666.78	21,706.26	35,127.00
170 Planning	41,846.50	40,860.03	37,012.83	44,705.93	74,035.00
190 Legal	30,476.30	38,266.83	39,969.65	22,488.66	47,500.00
210 Police	855,854.94	915,092.02	908,468.26	949,992.43	1,552,217.00
220 Fire	601,216.06	630,770.45	638,802.25	629,451.52	1,078,586.00
240 Code Enforcement	89,268.15	93,933.39	96,954.16	106,381.22	150,858.00
250 Harbor Master	3,961.64	12,012.04	14,154.76	13,079.15	22,480.00
260 Animal Control	22,103.53	24,221.95	35,244.22	36,934.39	36,179.00
310 Public Works	806,454.25	818,134.99	760,313.32	837,371.68	1,302,955.00
320 Waste Disposal	327,233.21	352,860.03	363,941.44	390,449.76	637,459.00
350 Valhalla-Club	23,184.89	17,278.41	19,795.14	18,391.26	26,241.00
360 Valhalla-Course	339,756.53	357,325.98	371,242.57	410,797.09	559,899.00
370 Valhalla-Pro Shop	205,195.73	154,740.63	139,478.42	148,894.67	240,351.00
410 Recreation	704,298.15	769,756.90	489,506.61	691,703.82	955,292.00
420 Aging in Place	17,181.71	63,951.48	62,563.52	73,178.45	101,716.00
430 Parks	216,305.20	206,500.61	221,913.03	214,512.09	327,477.00
440 West Cumberland Rec	3,708.83	3,569.47	3,403.33	4,226.59	8,744.00
450 Library	317,850.65	338,545.86	322,529.65	348,977.63	550,098.00
470 Historical Society Building	5,419.81	4,317.30	204.00	1,667.18	11,364.00
580 General Assistance	20,045.25	28,690.53	19,599.29	10,519.78	35,000.00
590 Health Services	12,533.85	16,533.85	.00	2,533.85	3,875.00
620 Cemetery Association	28,450.00	26,700.00	26,700.00	26,700.00	26,700.00
630 Conservation	5,598.52	2,327.69	9,889.47	19,326.81	21,000.00
650 Debt Service	528,987.24	383,488.71	300,580.47	14,808.25	1,262,301.00
750 Insurance	253,432.62	240,176.06	293,701.86	301,397.06	319,619.00
800 Fire Hydrants	45,686.76	47,960.36	48,840.87	49,570.18	83,500.00
810 Street Lighting	20,568.32	24,899.28	45,000.00	45,000.00	45,000.00
830 Contingent	2,907.19	2,722.00	59,248.51	25,134.28	10,000.00
840 Municipal Building	67,045.98	56,225.18	71,305.26	105,185.56	109,837.00
850 Abatements	23,670.91	34,592.46	5,327.14	9,605.08	1.00
TOTAL General Fund	6,412,872.97	6,568,726.34	6,213,653.70	6,449,858.48	10,990,811.00
TOTAL EXPENSES	6,412,872.97	6,568,726.34	6,213,653.70	6,449,858.48	10,990,811.00
GRAND TOTAL	6,412,872.97	6,568,726.34	6,213,653.70	6,449,858.48	10,990,811.00