

## **AGENDA**

Cumberland Town Council Meeting

Town Council Chambers

**MONDAY, April 11, 2022**

**6:00 P.M.** Workshop re: GPCOG Refugee Housing Request

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

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

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

March 28, 2022

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

Library Passport Audit Report

### **IV. PUBLIC DISCUSSION**

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

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

**22 - 038.** To hold a Public Hearing to consider and act on a Mass Gathering Permit for Garden Brothers Circus to be held at the Cumberland Fairgrounds from June 30<sup>th</sup> through July 3<sup>rd</sup>.

**22 – 039.** To consider and act on authorizing the Town Manager to execute an agreement with Cumberland County for a Behavioral Health Liaison to work with the Police Departments of Cumberland, Falmouth, and Yarmouth.

**22 – 040.** To set a Public Hearing date of April 25<sup>th</sup> to consider and act on the adoption of the FY2023 Municipal Budget.

### **VI. NEW BUSINESS**

## **VII. BUDGET REPORT**

## **VIII. ADJOURNMENT**

# MINUTES

Cumberland Town Council Meeting

Town Council Chambers

**MONDAY, March 28, 2022**

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

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

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

Excused: Councilor Foster

## **I. APPROVAL OF MINUTES**

Motion by Councilor Gruber, seconded by Councilor Copp, to approve the March 14, 2022 meeting minutes as presented.

VOTE: 6-0 UNANIMOUS

## **II. MANAGER'S REPORT**

Town Manager Shane reported that we are seeing the worst Brown Tail Moth infestation that he has seen since before we started spraying a few years ago. This is consistent with what the State is reporting in our area. The canopy over the Greely Road Extension area is covered in brown tail moth nests. He estimated there to be about 5 miles of spraying needed, approximately 50 acres. He asked Dave MacDonald of Whitney Tree to see if they could fit us in their schedule. It is very late in the year as most people commit by February. He believes it will be 2 days at best, and the cost estimate is in the \$12k - \$14k range.

Chairman Vail asked the Town Council if they support spraying this year. The consensus was that spraying is not supported.

## **III. PUBLIC DISCUSSION**

No public discussion.

## **IV. LEGISLATION AND POLICY**

### **22 – 030 To hear a presentation re: the Senior Property Tax Deferral Program.**

Councilor Segrist gave the following update on the Senior Property Tax Deferral Program:

For many years, the Town Council has heard from seniors in our community that, while they do not mind paying their fair share in taxes, they are concerned that, given their fixed income, they will one day be unable to keep up with the ever-increasing cost of property taxes, potentially forcing them to sell the homes they have lived in for decades and to leave the community they love.

Hearing these concerns, we on the *current* Town Council have been working diligently over the past nine (9) months to deliver meaningful property tax relief to lower-income seniors in our community; specifically, by creating a **Senior Property Tax Deferral (Pilot) Program**, which – if implemented – would permit the Town of Cumberland to defer the payment of a qualifying resident's "incremental" property taxes until such time as they pass away, sell or transfer the property, or no longer utilize the property as their primary residence, effectively "freezing" their property taxes at their current "baseline" level. We believe that such a program is not only

critical to ensuring that Cumberland seniors are able to Age-In-Place with dignity and respect, but also, contribute financially to town services.

In working to create such a program (which we understand may be the only one of its kind in the State of Maine), I – along with a select group of Councilors – have been working closely and collaboratively with the Town Manager, Town Staff, and the Town Attorney to research current State taxation and foreclosure laws and to develop draft ordinance language for the full Council’s review. However, in a recent meeting with the Town Attorney, we learned that given the State’s current law on property taxation and foreclosures, we are likely unable to implement such a program at this time without assuming considerable and unnecessary financial exposure; something neither I nor my fellow Councilors feel would be financially prudent as stewards of Town resources.

**Allow me to provide some additional legal context:**

We understand that under Maine law, municipalities have the authority to assess and collect real estate taxes, but the Maine legislature maintains sole taxation authority. In other words, municipalities cannot apportion, abate, or exempt property taxes other than as expressly authorized by the Maine legislature (*See Delogu v. City of Portland*, 2004 ME 18, 83 A. 2d 33).

Thankfully, in the case of this program, Maine law ([36 M.R.S. § 6271 – Municipal Authority](#)) currently authorizes municipalities to adopt property tax deferral programs for seniors, specifically setting forth: (1) municipal authority to adopt such a program; (2) taxpayer eligibility requirements for participation; (3) the triggering events under which deferred property taxes must be repaid; and critically (4) the process by which a municipality can enforce its lien on property taxes deferred under such a program.

What’s important here, however, is that the statute’s enabling legislation (Public Law 2009, Chapter 489), which was passed in 2009, included an amendment ([36 M.R.S. § 941 – Civil Action with Special Attachments: Procedure](#)) to Maine’s underlying real estate lien statute, which specifies that a tax collector may only file a tax lien certificate (*i.e.*, commence the standard tax lien foreclosure process as set forth in Maine law) following one (1) of the four (4) events requiring repayment of deferred taxes; namely: the tax-payer dies; transfers or sells the property; or no longer occupies the property as a principle residence ([36 M.R.S. § 6271\(6\)](#)).<sup>1</sup>

In other words, the 2009 amendment effectively limits a municipality’s ability to commence a tax lien foreclosure process against a property where only a portion (*i.e.*, the “increment”) of property taxes have been deferred until one (1) of the four (4) previously mentioned triggering events occur. The result is that the Town would have no legal mechanism to collect the taxes due on any established “baseline” value and could be forced to defer all property taxes due until one (1) of the four (4) trigger events occur. This, as previously discussed, could subject the Town to considerable and unnecessary financial exposure, making such a program – in my opinion – currently unfeasible given the current language of State law.

**So, what can be done about it?**

After speaking with the Town Manager and Town Attorney, we believe that a viable option and the next logical step may be to work with our elected officials in the Maine State Legislature to propose amendments to Sections [941](#) and [942](#) of [Title 36](#) to allow municipalities to define additional events requiring the repayment of deferred

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<sup>1</sup> 36 M.R.S. § 6271(6), entitled “*Events requiring the payment of deferred tax and interest*,” requires that all taxes and accrued interest must be paid when: (a) the taxpayer dies; (b) some person other than the taxpayer becomes the owner of the property; (c) the tax-deferred property is no longer occupied by the taxpayer as a principle residence (except in cases for health reasons); or (d) the tax-deferred property, a mobile home, is moved out of the State.

taxes (e.g., taxpayer fails to pay “baseline” or “incremental” taxes, etc.) or to commence the tax lien foreclosure process as it relates solely to taxes due on an established “baseline” value. We believe such a change would be needed to adequately preserve the Town’s ability to collect taxes under the standard provisions of Maine law in the context of an “incremental” property tax deferral program.

Additionally, from a policy perspective, we believe that amendments to [Section 6271](#) expressly authorizing municipalities to defer less than *all* of the property taxes due and to establish additional criteria for taxpayer eligibility under municipal property tax deferral programs would likely result in more widespread adoption of such programs throughout the State.

It would, therefore, Mr. Chairman, be my recommendation that we work with our elected officials in the Maine State Legislature to pursue these amendments over the coming months; as I am hopeful that, with these amendments, we will be able to provide better and more meaningful property tax assistance to the low-income seniors in our community who need it most.

State Representative, Steve Moriarty said that the current legislative session is currently wrapping up, so this would have to be considered in the first legislative session in January 2023. He suggested taking advantage of the rest of this year to prepare a presentation for that session and meeting with someone from the Joint Standing Committee for Taxation and get them onboard.

Chairman Vail asked for any public comment.

No public comment.

Motion by Councilor Copp, seconded by Councilor Gruber, to authorize the Senior Property Tax Committee to work with our State Legislator’s to help enact a Cumberland Senior Tax Deferral Program.

VOTE: 6-0                      UNANIMOUS

**22 – 031    To hold a Public Hearing to consider and act on amendments to Chapter 261 (Taxation) of the Cumberland Code to add Article III (Senior Property Tax Deferral Program). *TABLED***

Motion by Councilor Copp, seconded by Councilor Storey-King, to table.

VOTE: 6-0                      UNANIMOUS

**22 – 032    To consider and act on a request from the Greater Portland Council of Governments (GPCOG) to find housing for 700 refugee families in the Greater Portland area. *TABLED***

Chairman Vail explained that we had a request from GPCOG to host some refugee families. He and the Town Manager met with some representatives of the faith community and some interested citizens about how we might assist with the request. We will hold a workshop before the next Council meeting to discuss this further with the entire Town Council.

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

VOTE: 6-0                      UNANIMOUS

**22 – 033    To hold a Public Hearing to consider and act on a Medical Marijuana Registered Caregiver License application for Leaning Pine, LLC (owner Kelly Copp) located at 210 Gray Road.**

Chairman Vail said that this is the first application under our new Medical Marijuana Registered Caregiver Licensing Ordinance. The application fee has been paid, Town Staff has reviewed the application, and is recommending approval.

Chairman Vail opened the public hearing.  
Public discussion: None

Motion by Councilor Storey-King, seconded by Councilor Segrist, to approve the Medical Marijuana Registered Caregiver License application for Leaning Pine, LLC (owner Kelly Copp) located at 210 Gray Road.  
VOTE: 5-0-1 (Copp abstained)      MOTION PASSES

**22 – 034    To hold a Public Hearing to consider and act on acceptance of the proposed Capital Improvement Plan for Fiscal years 2022-2027, as recommended by the Planning Board.**

Town Manager Shane explained that per our Town Charter, the Capital Improvement Plan (CIP) has to be presented to Planning Board. This year, we took the opportunity to present the Route 100 roundabout project and there was a lot of support for it. The Manager also asked the Planning Board to think about what types of projects they would like to see included in the CIP. There are projects that have been completed and some that are still in the queue. The CIP is more of a planning tool and not a finance tool. Not all of the projects will be funded in the budget. It is a tool for the Town Council to use to prioritize projects.

Chairman Vail opened the public hearing.  
Public discussion: None

Motion by Councilor Copp, seconded by Councilor Gruber, accept the proposed Capital Improvement Plan for fiscal years 2022-2027, as recommended by the Planning Board.  
VOTE: 6-0      UNANIMOUS

**22 – 035    To set the week of May 16<sup>th</sup> – 20<sup>th</sup> for Spring Bulky Item Pick Up Week.**

Motion by Councilor Edes, seconded by Councilor Copp, to set the week of May 16<sup>th</sup> – 20<sup>th</sup> for Spring Bulky Item Pick Up Week.  
VOTE: 6-0      UNANIMOUS

**22 – 036    To reappoint William Longley as Code Enforcement Officer and Dan Small as alternate from April 1, 2022 to March 31, 2023.**

Motion by Councilor Copp, seconded by Councilor Segrist, to reappoint William Longley as Code Enforcement Officer and Dan Small as alternate from April 1, 2022 to March 31, 2023.  
VOTE: 6-0      UNANIMOUS

**22 – 037    To appoint a member to the Lands & Conservation Commission and the Forestry Subcommittee.**

Motion by Councilor Copp, seconded by Councilor Segrist, to appoint Denny Gallaudet to the Lands & Conservation Commission, and Todd Ontl to the Forestry Subcommittee.  
VOTE: 6-0      UNANIMOUS

**V. NEW BUSINESS**

**Councilor Segrist** – In regard to the Senior Property Tax Deferral Program, he wants to make sure that we move some type of program forward. He realizes that it will be a heavy lift for our team in the coming months to get it done and ready to send to the legislature.

**Councilor Storey-King** – She wondered if there are any meetings scheduled with North Yarmouth and the School Board. As a Town Council, we attended the Superintendent's budget presentation, and she does have some questions and comments in regard to the school budget as it was presented.

Town Manager Shane said that there was an attempt to schedule a combined meeting, but North Yarmouth had some conflicts with the proposed dates. He is not certain if new dates have been proposed yet.

Councilor Storey-King said that in Councilor Foster's absence, she would like to remind everyone that the Town-wide survey is still available to take until April 15<sup>th</sup>.

Our meeting in West Cumberland last week regarding the Route 100 roundabout proposal was very well attended. There was a lot of positive feedback from those in attendance.

Congratulations to Spring Brook Farm for their very successful maple Sunday event.

She sent out her thoughts and prayers to the Fowler family as they deal with Greg Fowler's final days. They are a good family, and she is thinking of them during this difficult time.

**Councilor Gruber** – Thank you to all the food pantry volunteers. They all do so much.

A fun fact: many years ago, he tried out for the Villanova basketball team. He was disappointed that he didn't make the team.

**Chairman Vail** – Regarding the discussions that we have been having about senior housing, there should be some news coming soon.

**Councilor Edes** – No new business.

**Councilor Copp** – He donated \$20 to the 4-H fund that benefits the 4-H kids and the Food Pantry.

Thank you to all the people who attended the neighborhood meeting at the West Cumberland Hall last week regarding the roundabout project. Everyone was very respectful, and the meeting went very well.

**VI. ADJOURNMENT**

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

VOTE: 6-0                      UNANIMOUS

TIME: 8:23 P.M.

Respectfully submitted by,

Brenda L. Moore  
Council Secretary

# ITEM

## 22-038

To hold a Public Hearing to consider and act on a Mass Gathering Permit  
for Garden Brothers Circus to be held at the Cumberland Fairgrounds  
from June 30<sup>th</sup> through July 3<sup>rd</sup>



## TOWN OF CUMBERLAND

Publication Dates: \_\_\_\_\_  
Publication Names: \_\_\_\_\_  
Date Filed: \_\_\_\_\_  
Fee Received: \_\_\_\_\_  
Date Ordinance Received: \_\_\_\_\_  
Issued: \_\_\_\_\_  
Denied: \_\_\_\_\_

### Mass Gathering Application-Minor Large Outdoor Event (500-4,999 persons)

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 \$250.00.

Name of Applicant: Annalisa Presley

Address of Applicant: P.O. Box 25777, Sarasota, FL 34277

Name of Event: Garden Bros. Circus

Facility where the event will be held: Cumberland Fairgrounds

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

Name of promoter (if different from above): Stellar Entertainment group

Telephone number: 941-343-2378 x204

Date of Event: June 30 - July 3 Time (start and finish times): June 30 + July 1 3:30pm - 9pm  
July 2 12:30pm - 9pm  
July 3 12pm - 9pm

Number of tickets available: TBD

Expected attendance: 1,000 - 1500 per show

Description of event: Family Fun Circus with Various Circus Acts  
from juggling to clowns + Acrobatics.

Will any food vendors be serving at the event: X yes, \_\_\_\_\_ no, (if yes, how many, and  
what types) 1 vendor, Circus concessions (2)

Will any alcohol vendors be serving at the event? \_\_\_\_\_ yes, X no (if yes, list name and attach  
A copy of the vendors license to sell alcohol, describe what alcohol will be served) \_\_\_\_\_

Describe the three most recent outdoor performances of the group, performer, or event being proposed. Include location, date(s), number in attendance, promoter or sponsoring person or organization.

1. Lubbock, Tx - 3/10 to 3/13 - 1,500 per show - Panhandle South Plains Fairgrounds
2. Little Rock, AR - 2/17 - 2/21 - 1,500 per show - Arkansas State Fairgrounds
3. Del valle, Tx - 2/24 - 3/6 - 1,500 per show - Circuit of the Americas

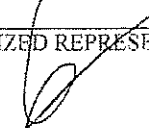
Description of facility:

- A. Seating capacity: \_\_\_\_\_ permanent; 2,186 temporary
- B. Other seating capacity: \_\_\_\_\_ festival; \_\_\_\_\_ standing room only (sq. ft.)
- C. Number of toilets available: \_\_\_\_\_ permanent; 12 portable
- D. Number of parking spaces available: 300 on-site; \_\_\_\_\_ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours: X yes; \_\_\_\_\_ no, if no, which lots are not lighted \_\_\_\_\_)
- F. Source of potable water: Through Venue
- G. Refuse containers available, number and size: (2) 30 yard Dumpsters
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse)  
John Reynolds & Sons
- I. When will refuse be picked up? July 3rd

Public Safety:

- J. Describe first aid facilities: First Aid located at Box office, concessions
- K. Describe emergency facilities: Police + circus staff will contact 911 in case of an emergency
- L. Describe communication facilities: Circus Staff has walkie-talkies for communication
- M. Number of certified police officers: 2
- N. Other security personnel (include company name and qualification):  
Circus Staff trained in crowd control
- O. Describe fire personnel: none unless required

# CERTIFICATE OF INSURANCE

<b>PRODUCER:</b>  LESTER KALMANSON AGENCY, INC. &/OR MITCHEL KALMANSON P.O. BOX 940008 MAITLAND, FL 32794-0008 PH: (407) 645-5000 / FAX: (407) 645-2810 <u>WWW.LKALMANSON.COM / MITCHELK25@HOTMAIL.COM</u>	DATE ISSUED: 03/09/2022 COMPANY(S): (CNP7) A) 100% CERTAIN UNDERWRITERS @ LLOYD'S / LONDON B) HDI GLOBAL SPECIALTY SE (EXCESS)
<b>NAMED INSURED:</b>  STELLAR ENTERTAINMENT GROUP, INC. ETAL DBA: GARDEN BROTHERS CIRCUS PO BOX 25777 SARASOTA, FL 34277	POLICY NUMBER: A) CNPO2127 B) 18EX2527
<b>EFFECTIVE DATE:</b>  10/29/2021 10/29/2021  (BOTH DAYS AT 12:01 A.M.	<b>EXPIRATION DATE:</b>  10/29/2022 10/29/2022  LOCAL STANDARD TIME)
<b>COVERAGE INFORMATION</b>	
THIS IS TO CERTIFY THAT THE POLICY(S) OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM(S) OR CONDITION(S) OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE(S) MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND/OR CONDITIONS OF SUCH POLICIES. LIMITS OF LIABILITY SHOWN MAY HAVE BEEN REDUCED BY ANY PAID CLAIMS.	
<b>TYPE OF INSURANCE:</b>	<b>LIMITS:</b>
<b>COMPANY A:</b> <input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> MANUSCRIPT POLICY FORM	
GENERAL ANNUAL AGGREGATE: \$2,000,000.00 LIMITED PRODUCTS AGGREGATE: \$1,000,000.00 PERSONAL & ADV. INJURY: \$1,000,000.00 EACH OCCURRENCE: \$1,000,000.00 FIRE DAMAGE (ANY ONE FIRE): \$-0-	
<b>COMPANY B:</b> <input checked="" type="checkbox"/> EXCESS FOLLOWING FORM LIABILITY	
EACH OCCURRENCE: \$4,000,000.00 ANNUAL AGGREGATE: \$4,000,000.00	
TOTAL LIMITS OF LIABILITY: \$5,000,000.00 PER OCCURRENCE / \$6,000,000.00 ANNUAL AGGREGATE	
ADDITIONAL INSURED(S) <b>Cumberland Fairgrounds and/or and all its affiliates, owners and their respective members, directors, officers, employees and agents; And the City of Cumberland and Cumberland County.</b> IS /ARE HEREBY ADDED AS ADDITIONAL INSURED(S) ONLY AS THEIR INTEREST MAY APPEAR IN RESPECTS TO THE OPERATION(S) PERFORMED BY THE NAMED INSURED AND/OR THEIR EMPLOYEE(S) ONLY.	
CERTIFICATE ONLY VALID WITH ATTACHED ADDENDUM "A" WITH DESCRIPTION OF LIABILITY COVERAGE(S) AFFORDED	
EVENT DATE(S): JUNE 30, 2022 THROUGH JULY 3, 2022 SET UP DATE: JUNE 27, 2022 TAKE DOWN: JULY 4, 2022 EVENT LOCATION(S): <b>Cumberland Fairgrounds, 175 Blanchard Rd. Cumberland, ME 04021</b>	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE(S) AFFORDED BY THE POLICY(S) LISTED. <b>"LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION"</b>	
SHOULD ANY OF THE ABOVE DESCRIBED POLICY(S) BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>0</u> DAYS' WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION(S) &/OR LIABILITY(S) OF ANY KIND UPON THE COMPANY, ITS AGENTS &/OR REPRESENTATIVES &/OR KALMANSON ET AL	
<b>CERTIFICATE HOLDER:</b>  <b>Cumberland Fairgrounds</b>	<b>AUTHORIZED REPRESENTATIVE:</b>  X  MITCHEL KALMANSON / PRESIDENT

**CIRCUS**

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A D D E N D U M "A" F O R :  
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ASSURED: STELLAR ENTERTAINMENT GROUP LLC. ET AL DBA: GARDEN BROTHERS CIRCUS  
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AGENCY: LESTER KALMANSON AGENCY INC. &/OR MITCHEL KALMANSON  
P.O. BOX 940008 / 235 S. MAITLAND AVENUE SUITE 201  
MAITLAND, FLORIDA - U.S.A. - 32751  
PH: 407-645-5000 FAX: 407-645-2810 EMAIL: MITCHELK25@HOTMAIL.COM  
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POLICY PERIOD / TERM: 10/29/2021 TO 10/29/2022 TERM: ANNUAL (BOTH DAYS 12:01 AM LOCAL STANDARD TIME)  
EXCESS POLICY PERIOD / TERM: 10/29/2021 TO 10/29/2022 TERM: ANNUAL  
(BOTH DAYS 12:01 AM LOCAL STANDARD TIME)  
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POLICY NUMBERS: A) CNPO2127  
B) 18EX2527  
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DESCRIPTION OF THE MANUSCRIPT OCCURENCE LIABILITY INSURANCE COVERAGE AFFORDED:  
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- A) SPECTATOR LIABILITY COVERAGE IS AFFORDED FOR A TENTED CIRCUS WITH VARIOUS CONTRACTED CIRCUS ACT(S) / TALENT TO BE PERFORMED BY THE NAMED INSURED &/OR THEIR EMPLOYEE(S) &/OR (CONTRACTED) INDEPENDENT CONTRACTOR(S) ONLY, WHILE AT VARIOUS TRAVELING ( USA ) CIRCUS EVENT LOCATIONS WHILE OPEN TO THE GENERAL PUBLIC FOR CONSIDERATION WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF THE NAMED INSURED &/OR THEIR EMPLOYEE(S) &/OR (CONTRACTED) INDEPENDENT CONTRACTOR(S) ONLY.
- B) PREMISES LIABILITY COVERAGE IS AFFORDED FOR THE SET-UP, USE &/OR TAKE DOWN OF THE NAMED INSURED'S OWNED &/OR NON OWNED EQUIPMENT &/OR PROPS &/OR TENT(S) TO BE USED IN CONJUNCTION WITH THE NAMED INSURED'S TENTED CIRCUS OPERATION(S) ACTIVITY(S) ONLY, WHILE AT VARIOUS TRAVELING(USA) CIRCUS EVENT LOCATIONS WHILE OPEN TO THE GENERAL PUBLIC FOR CONSIDERATION WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF THE NAMED INSURED &/OR THEIR EMPLOYEE(S) &/OR (CONTRACTED) INDEPENDENT CONTRACTOR(S) ONLY.
- C) COMMERCIAL ANIMAL LIABILITY COVERAGE IS AFFORDED FOR VARIOUS NON OWNED / DOMESTIC ANIMAL(S) TO BE USED IN CONJUNCTION WITH THE NAMED INSURED'S CIRCUS ACT(S) / OPERATION(S) / ACTIVITY(S) / RIDE(S) ONLY, WHILE AT VARIOUS TRAVELING ( USA ) CIRCUS EVENT LOCATIONS WHILE OPEN TO THE GENERAL PUBLIC FOR CONSIDERATION WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF THE NAMED INSURED &/OR THEIR EMPLOYEE(S) &/OR (CONTRACTED) INDEPENDENT CONTRACTOR(S) ONLY.
- D) COMMERCIAL ANIMAL LIABILITY COVERAGE IS AFFORDED FOR VARIOUS NON OWNED / EQUINE ANIMAL(S) TO BE USED IN CONJUNCTION WITH THE NAMED INSURED'S CIRCUS ACT(S) / OPERATION(S) / ACTIVITY(S) / RIDE(S) ONLY, WHILE AT VARIOUS TRAVELING ( USA ) CIRCUS EVENT LOCATIONS WHILE OPEN TO THE GENERAL PUBLIC FOR CONSIDERATION WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF THE NAMED INSURED &/OR THEIR EMPLOYEE(S) &/OR (CONTRACTED) INDEPENDENT CONTRACTOR(S) ONLY.
- D) PREMISES LIABILITY COVERAGE IS AFFORDED FOR THE NAMED INSURED'S TENTED CIRCUS OPERATION(S) / ACTIVITY(S) ONLY OPEN TO THE PUBLIC &/OR INVITEE(S) FOR CONSIDERATION WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF THE NAMED INSURED &/OR THEIR EMPLOYEE(S) &/OR (CONTRACTED) INDEPENDENT CONTRACTOR(S) ONLY WHILE AT VARIOUS TRAVELING ( USA ) CIRCUS EVENT LOCATIONS.
- E) LIMITED PRODUCTS LIABILITY COVERAGE IS AFFORDED FOR FOOD & / OR SOUVENIRS & / OR SOFT DRINKS SOLD & / OR SERVED BY THE NAMED INSURED & / OR THEIR EMPLOYEES WHILE AT VARIOUS TRAVELING(USA ) CIRCUS EVENT LOCATIONS, WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF THE NAMED INSURED &/OR THEIR EMPLOYEE(S) &/OR (CONTRACTED) INDEPENDENT CONTRACTOR(S) ONLY,  
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ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED  
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A D D E N D U M "A" F O R :  
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ASSURED: STELLAR ENTERTAINMENT GROUP LLC. ET AL DBA: GARDEN BROTHERS CIRCUS  
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POLICY PERIOD / TERM: 10/29/2021 TO 10/29/2022 TERM: ANNUAL (BOTH DAYS 12:01 AM LOCAL STANDARD TIME)  
EXCESS POLICY PERIOD / TERM: 10/29/2021 TO 10/29/2022 TERM: ANNUAL  
(BOTH DAYS 12:01 AM LOCAL STANDARD TIME)  
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POLICY NUMBERS: A) CNPO2127  
B) 18EX2527  
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DESCRIPTION OF THE MANUSCRIPT OCCURRENCE LIABILITY INSURANCE COVERAGE AFFORDED:  
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- F) PREMISES LIABILITY COVERAGE IS AFFORDED FOR TWO (2) INFLATABLE BOUNCE HOUSE(S) (IE. (1) SLIDE INFLATABLE, (1) INFLATABLE MOON BOUNCE) WHILE AT VARIOUS TRAVELING ( USA ) CIRCUS EVENT LOCATIONS WHILE OPEN TO THE GENERAL PUBLIC FOR CONSIDERATION WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF THE NAMED INSURED &/OR THEIR EMPLOYEE(S) &/OR (CONTRACTED) INDEPENDENT CONTRACTOR(S) ONLY.
- G) PREMISES LIABILITY COVERAGE IS AFFORDED FOR ONE (1) ROCK WALL WHILE AT VARIOUS TRAVELING ( USA ) CIRCUS EVENT LOCATIONS WHILE OPEN TO THE GENERAL PUBLIC FOR CONSIDERATION WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF THE NAMED INSURED &/OR THEIR EMPLOYEE(S) &/OR (CONTRACTED) INDEPENDENT CONTRACTOR(S) ONLY.
- H) PREMISES LIABILITY COVERAGE IS AFFORDED FOR FOUR (4) BUNGIE JUMPERS WHILE AT VARIOUS TRAVELING (USA) CIRCUS EVENT LOCATIONS WHILE OPEN TO THE GENERAL PUBLIC FOR CONSIDERATION WHILE UNDER THE DIRECT CONTROL / SUPERVISION OF THE NAMED INSURED &/OR THEIR EMPLOYEE(S) &/OR (CONTRACTED) INDEPENDENT CONTRACTOR(S) ONLY.
- 

WARRANTED:

1. LEGAL LIABILITY COVERAGE IS SPECIFICALLY EXCLUDED FOR ANY NON OWNED DOMESTIC &/OR EQUINE ANIMAL(S) IN THE CARE, CUSTODY &/OR CONTROL OF THE NAMED INSURED &/OR THEIR EMPLOYEE(S) &/OR (CONTRACTED) INDEPENDENT CONTRACTOR(S)
  2. ANIMAL MORTALITY COVERAGE IS SPECIFICALLY EXCLUDED FROM THIS POLICY.
  3. LIABILITY COVERAGE FOR ANY OTHER COMMERCIAL ACTIVITY(S) &/OR OPERATION(S) ARE SPECIFICALLY EXCLUDED FROM THIS POLICY, UNLESS OTHERWISE STATED &/OR ENDORSED HERETO AND AN ADDITIONAL PREMIUM IS CHARGED.
  4. WORKER'S COMPENSATION / EMPLOYER'S LIABILITY IS SPECIFICALLY EXCLUDED FROM THIS POLICY FOR ANY INJURY TO ANY EMPLOYEE(S), INDEPENDENT CONTRACTOR(S) &/OR VOLUNTEER(S) &/OR TALENT &/OR PERFORMERS.
  5. ANY &/OR ALL CIRCUS ACTS &/OR ANIMAL ACT(S) [(CONTRACTED) INDEPENDENT CONTRACTOR(S)] &/OR VENDORS MUST PROVIDE THE NAMED INSURED WITH A CURRENT CERTIFICATE OF INSURANCE THROUGH AN ACCEPTABLE CARRIER WITH MINIMUM LIMITS OF \$1,000,000.00 PER OCCURRENCE / \$1,000,000.00 AGGREGATE NAMING: CIRCUS FLORE, INC AS AN ADDITIONAL INSURED.
  6. LIABILITY COVERAGE AS STATED HEREIN &/OR HERETO IS EXCESS OVER ANY OTHER VALID &/OR COLLECTIBLE POLICIES (IE. NON OWNED DOMESTIC &/OR EXOTIC ANIMAL(S)) IN RESPECTS OF THE SCHEDULED INSURED OPERATION(S) / EXPOSURE(S) AS STATED HEREIN &/OR HERETO.
  7. LIABILITY COVERAGE AFFORDED IS LIMITED TO DIRECT BODILY (THIRD PARTY) INJURY &/OR PROPERTY DAMAGE CAUSED BY ALL NON OWNED ANIMAL(S) ONLY WHEN USED IN CONJUNCTION WITH THE SCHEDULED CIRCUS OPERATION(S) &/OR ACTIVITY(S) (IE. ACTS &/OR RIDE(S) ONLY.
  8. PHYSICAL DAMAGE COVERAGE IS SPECIFICALLY EXCLUDED UNLESS OTHERWISE STATED &/OR ENDORSED HERE TO AND AN ADDITIONAL PREMIUM IS CHARGED.
  9. LIABILITY COVERAGE IS SPECIFICALLY EXCLUDED FOR ANY EXOTIC ANIMALS (IE. ELEPHANT, TIGERS, BEARS, PRIMATES ECT.) UNLESS OTHERWISE STATED &/OR ENDORSED HERETO AND AN ADDITIONAL PREMIUM IS CHARGED.
  10. LIABILITY COVERAGE IS SPECIFICALLY EXCLUDED FOR ANY FACE PAINTING CONCESSIONS UNLESS OTHERWISE STATED &/OR ENDORSED HERETO AND AN ADDITIONAL PREMIUM IS CHARGED.
  11. FLAT NOT SUBJECT TO AUDIT
- 

ALL OTHER TERMS & CONDITIONS OF THE POLICY REMAIN UNCHANGED  
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# ITEM

## 22-039

To consider and act on authorizing the Town Manager to execute an agreement with Cumberland County for a Behavioral Health Liaison to work with the Police Departments of Cumberland, Falmouth, and Yarmouth

**CUMBERLAND COUNTY CONTRACT FOR  
BEHAVIORAL HEALTH LIAISON SERVICES**

July 1, 2022 to June 30, 2025

**CONTRACT FOR BEHAVIORAL HEALTH SERVICES BY AND BETWEEN THE  
CUMBERLAND COUNTY COMMISSIONERS AND THE  
TOWN OF FALMOUTH, TOWN OF CUMBERLAND & TOWN OF YARMOUTH**

This Contract, effective July 1, 2022 is made by and between the TRI-TOWNS of Falmouth, Cumberland and Yarmouth, municipalities of the State of Maine wholly located within the boundaries of Cumberland County, Maine (hereinafter referred to as the “TRI-TOWN”), and the County of Cumberland (hereinafter referred to as “COUNTY”), to provide behavioral health services within the TRI-TOWN limits of Falmouth, Cumberland & Yarmouth, Cumberland County, Maine.

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

**WHEREAS**, the TRI-TOWN communities express a desire to seek behavioral health liaison services to support their police departments;

**WHEREAS**, the TRI-TOWN communities also expresses a desire to jointly share the services with abutting communities of Falmouth, Cumberland and Yarmouth;

**WHEREAS**, the COUNTY has agreed to hold the contract for an outside agency to provide such behavioral health liaison services to the TRI-TOWN communities;

**WHEREAS**, the COUNTY has assumed responsibility for such contract and has structured a financial commitment from each TRI-TOWN community prorated over the next three years as the COUNTY will contribute to the budget through the use of COUNTY ARPA funding; and

**NOW, THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged,

**IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1 – DEFINITIONS**

For the purposes of this Contract, the following terms shall have the respective meanings hereinafter set forth:

Agency: shall mean a regional non-government non-profit who is contracted by the COUNTY to perform behavioral health liaison services outlined in Article 2 of this contract.

**Behavioral Health Liaison** : Shall mean a person who works with law enforcement for the purpose of co-response, crisis intervention, case follow-up, referrals and connection to services, as well as police department and community outreach, engagement, training, and relationship building activities to increase behavioral health and resiliency, substance use awareness, and suicide awareness and prevention.

**Suitable office space:** Shall mean a designated desk area with internet access, adequate storage space and furnishings for files, and room for visits from the public.

## **ARTICLE 2 – LEVELS OF SERVICE**

### **1. Services**

- 1.1.1. The COUNTY shall contract with a service provider and allow for a pass-through of services and oversight to TRI-TOWN Police Departments for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, professional behavioral health liaison services within and throughout the TRI-TOWN to the extent and in the manner herein described.
- 1.1.2. The COUNTY shall work with TRI-TOWN and contracted service provider on the hiring and/or assignment of personnel to provide the level of services consistent with the Contract set forth herein, or as such service has been supplemented and enhanced as a result of this Contract and any amendments and supplements thereto.

### **2. Supplies, Equipment and Office Furniture.**

- 2.1. The TRI-TOWN communities shall provide suitable office space, supplies, vehicle and radio (if applicable) for the behavioral health liaison (s) when he/she/they is working on TRI-TOWN premises. It is not anticipated that the behavioral health liaison would be required to work within COUNTY office space, or use COUNTY supplies/assets.
- 2.2. Any supplies, office furniture, vehicle and radio furnished or purchased by the TRI-TOWN communities shall remain the property of the TRI-TOWN communities.

### **3. Administrative Responsibilities**

- 3.1. The COUNTY will contract with a non-government organization through an RFP/RFQ process;
- 3.2. The COUNTY will defer day-to-day oversight and operations to the TRI-TOWN communities.
- 3.3. The COUNTY will serve as the fiscal agent, holding the contract, collecting associated annual costs from the TRI-TOWN communities and paying appropriate invoices for delivered services.
- 3.4. The behavioral health liaison(s) will be a shared service between the TRI-TOWN Police Departments, providing weekly behavioral health services that include on-scene, follow-up services, inter-departmental trainings and in person office meetings.
- 3.5. The TRI-TOWN communities shall make all decisions regarding the employment of the behavioral health liaison(s) in accordance with the contract between the COUNTY and the non-government organization.
- 3.6. For everyone's benefit, TRI-TOWN communities agree to the creation and will support the execution of an evaluation process led by COUNTY.



## **ARTICLE 5 – TERM**

1. This Contract shall remain in full force and effect commencing July 1, 2022 to June 30, 2025 all dates inclusive, unless the Contract is otherwise extended or terminated in accordance with the terms thereof.
2. The terms and conditions of this Contract are contingent upon the approval of the Town Councils and Board of Commissioners.
3. After Year 1 of the Contract, the contract is subject to a prorated annual funding appropriation by the TRI-TOWN legislative body or by town meeting.
4. This Agreement shall automatically renew for an additional 3-year term unless either party provides written notification to the other no later than January 1<sup>st</sup> of its intent to terminate the contract at the conclusion of that contract year.

## **ARTICLE 6 – COSTS**

1. The cost for all behavioral health services shall be based upon the proposal submitted. The TRI-TOWN's budget process to be approved by the TRI-TOWN town council. The total amount due for all services beginning July 1, 2022 to June 30, 2025 shall be the scheduled as follows:

	Initial Three-Year Contract			Second Three-Year Contract		
	7/22-6/23	7/23-6/24	7/24-6/25	7/25-6/26	7/26-6/27	7/27-6/28
County ARPA	100%	75%	50%	25%	0%	0%
TRI-TOWN	0%	25%	50%	75%	100%	100%

- 1.1 Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TRI-TOWN in writing no later than January 1<sup>st</sup> of each year.
- 1.2 Prior to additional terms, parties shall meet to discuss contract increases over the life of the contract.
- 1.3 The TRI-TOWN shall make payment in equal installments on a monthly basis. Installments shall be due the first day of each month until the annual contract is paid in full.
- 1.4 The COUNTY will meet with TRI-TOWN to discuss staffing levels needed for the program and pass along costs associated with increased staff to benefit TRI-TOWN on a pro-rated shared basis across all member communities.

## **ARTICLE 7 – REPRESENTATION OF CUMBERLAND COUNTY**

The COUNTY hereby represents and acknowledges that those services described in Article 2 of this Contract would not be provided through any appropriation of the annual budget of the COUNTY, in the event this Contract did not exist.

## **ARTICLE 8 – AUDIT OF RECORDS**

The TRI-TOWN Managers or his/her/they designee may, upon reasonable notice to the COUNTY, examine the existing COUNTY records relating to the services provided pursuant to the terms of this Contract. Said records shall be maintained by the COUNTY in accordance with all applicable laws and regulations.

## **ARTICLE 9 - STANDARD OF PERFORMANCE**

The TRI-TOWN and the COUNTY shall attempt to mutually resolve all issues pertaining to the nature of the services and conduct of work performed under this Contract. The COUNTY agrees to receive and consider, in good faith, all inquiries and requests made by the TRI-TOWN.

## **ARTICLE 10 – INDEMNITY**

1. Within the limitations of the Maine Tort Claims Act, the COUNTY agrees to indemnify and hold harmless the communities making up TRI-TOWN, from any and all liability, loss, or damage that the TRI-TOWN may suffer as a result of claims, demands, costs, or judgments against it arising out of the COUNTY's performance or failure to perform any of the obligations set forth in this Contract. The COUNTY further agrees to defend any claims brought or actions filed against TRI-TOWN, its officers, agents, and employees with respect to the COUNTY's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

2. Within the limitations of the Maine Tort Claims Act, TRI-TOWN agrees to indemnify and hold harmless the COUNTY from any and all liability, loss, or damage that the COUNTY may suffer as a result of claims, demands, costs, or judgments against it arising out of TRI-TOWN's performance or failure to perform any of the obligations set forth in this Contract. TRI-TOWN further agrees to defend any claims brought or actions filed against the COUNTY with respect to the TRI-TOWN's performance or non-performance of this Contract, whether such claims or actions are rightfully or wrongfully brought or filed.

3. Neither TRI-TOWN nor COUNTY waive any defenses the parties may have under the Maine Tort Claims Act, or any otherwise applicable waivers under their insurance policies.

## **ARTICLE 11 – TERMINATION**

This contract shall expire on June 30, 2025. The Agreement shall automatically renew for an additional 3-year term unless either party provides written notification to the other no later than January 1<sup>st</sup>, of a given year, of its intent to terminate the contract at the conclusion of that contract year.

The TRI-TOWN or the COUNTY may terminate this Contract with cause throughout the term of this Contract upon written notice to the other party of this Contract; provided, however, that termination shall not be effective until after receipt of a ninety (90) day written notice of such termination. Cause shall be considered as (i) any material breach of the terms of this agreement or (ii) a determination by a court of competent jurisdiction that this Contract or the method of adoption violated the TRI-TOWN's Charter or any applicable Maine law. The notice of termination shall state the cause therein.

Written notice required under this Article must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the COUNTY or the TRI-TOWN community.

## **ARTICLE 12 – TRANSITION**

1. In the event of the termination or expiration of this Contract, the COUNTY and the TRI-TOWN communities shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the COUNTY, assuring that cost distribution is shared by those TRI-TOWN communities who remain.

## **ARTICLE 13 – AUTHORITY TO EXECUTE AND ENFORCE**

1. The County Manager, by his/her/they execution hereof, does hereby represent to the TRI-TOWN that he/she/they has full power and authority to make and execute this Contract pursuant to the power so vested in him/her/they under the Constitution and Laws of the State of Maine and Board of County Commissioners.

2. The COUNTY, by its execution hereof, does hereby represent to the TRI-TOWN that it only has administrative powers to enforce this Contract pursuant to the power so vested in it under the Constitution and Laws of the State of Maine.

3. The TRI-TOWN Managers, as duly authorized by the TRI-TOWN Councils, by his/her/they execution hereof, does represent to the COUNTY that he/she/they has full power and authority to make and execute this Contract on behalf of the TRI-TOWN. Notwithstanding this provision, the COUNTY agrees and acknowledges that this Contract may be terminated pursuant to Article 11.

4. Nothing herein contained is any way contrary to or in contravention of the laws of the State of Maine.

## **ARTICLE 14 – ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and Contract of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Contract is executed.

IN WITNESS WHEREOF, TRI-TOWN, by order duly adopted by its Town Councils has caused this Contract to be signed by TRI-TOWN Manager and the COUNTY, by order of the County Commissioners, has caused this Contract to be subscribed by the County Manager and the seal of said COUNT to be affixed thereto and attested by the Clerk of said board, all on the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

COUNTY OF CUMBERLAND

BY: \_\_\_\_\_

COUNTY MANAGER

DATE: \_\_\_\_\_

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

TOWN OF FALMOUTH

BY: \_\_\_\_\_

TOWN MANAGER

DATE: \_\_\_\_\_

TOWN OF CUMBERLAND

BY: \_\_\_\_\_

TOWN MANAGER

DATE: \_\_\_\_\_

TOWN OF YARMOUTH

BY: \_\_\_\_\_

TOWN MANAGER

DATE: \_\_\_\_\_

# Revenues

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## TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 10 OF 2022

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
<hr/>					
0011 Other Tax Revenues					
<hr/>					
0011 0303 Motor Vehicle Excise Tax	-1,779,567.94	-1,654,054.45	-2,004,815.04	-1,727,506.90	-2,003,000.00
0011 0304 Boat Excise Tax	-7,463.70	-5,447.10	-10,221.20	-5,661.10	-17,000.00
0011 0325 Supplemental Taxes	.00	-38,940.00	.00	-1,212.60	.00
0011 0328 Outer Islands Property Tax	-22,020.50	-47,027.48	-22,947.69	-22,947.68	-46,000.00
0011 0329 Payment in Lieu of Taxes	-31,918.00	-16,061.48	-37,806.00	-38,079.00	-33,000.00
TOTAL Other Tax Revenues	-1,840,970.14	-1,761,530.51	-2,075,789.93	-1,795,407.28	-2,099,000.00
0012 License & Permit Revenues					
<hr/>					
0012 0311 Hunting/Fishing Lic Agent Fees	-381.25	-288.75	-329.00	-799.18	-541.00
0012 0312 Marriage Lic & Vital Records	-2,104.80	-1,943.60	-2,182.00	-2,240.40	-2,400.00
0012 0313 Birth Certificates	-1,216.00	-1,162.40	-1,249.60	-1,599.40	-1,400.00
0012 0314 Death Certificates	-1,499.80	-1,344.20	-1,286.20	-816.60	-1,500.00
0012 0315 Clerk Licenses	-3,795.00	-1,785.00	-1,845.00	-3,175.00	-4,608.00
0012 0316 Shellfish Licenses	-572.50	-526.10	-843.88	-886.67	-600.00
0012 0317 Conservation Fees	-147.50	-93.90	-206.12	-213.33	-100.00
0012 0334 Snowmobile Reg. Agent Fees	-223.00	-225.00	-268.00	-257.00	.00
0012 0361 Motor Vehicle Reg. Agent Fees	-17,510.00	-20,263.00	-28,242.00	-24,432.00	-21,406.00
0012 0362 Boat Reg. Agent Fees	-304.00	-209.00	-349.00	-238.25	-500.00
0012 0366 Building Permits	-65,749.10	-58,396.95	-111,696.35	-130,059.33	-75,000.00
0012 0367 Electrical Permits	-17,753.10	-17,074.70	-29,226.34	-25,464.31	-21,634.00
0012 0368 Plumbing Permits	-12,621.00	-12,062.50	-20,967.50	-18,981.25	-18,789.00
0012 0369 Other Permits	-844.00	-456.00	-575.00	-1,438.00	-1,751.00
0012 0383 ATV Reg. Agent Fees	-75.00	-72.00	-72.00	-52.00	-60.00
0012 0390 Misc. Revenue	-1,250.00	-1,700.00	-1,900.00	-80.00	.00
0012 0398 Application Fee	-3,950.00	-1,350.00	-1,700.00	-1,200.00	-1,300.00
0012 0401 Dog Reg. Clerk Fees	-911.00	-817.00	-676.00	-776.00	-900.00
0012 0404 Commercial Haulers License	.00	.00	-100.00	-100.00	-500.00
TOTAL License & Permit Revenue	-130,907.05	-119,770.10	-203,713.99	-212,808.72	-152,989.00
0013 Intergovernmental Revenues					
<hr/>					
0013 0331 State Revenue Sharing	-351,776.20	-575,280.06	-782,189.39	-1,013,647.25	-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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**TOWN OF CUMBERLAND**  
**HISTORICAL ACTUALS COMPARISON REPORT**
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**FOR PERIOD 10 OF 2022**

<b>ACCOUNTS FOR:</b>	<b>PRIOR YR3</b>	<b>PRIOR YR2</b>	<b>LAST YR</b>	<b>CURRENT YR</b>	<b>CY REV</b>
<b>001 General Fund</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>BUDGET</b>
0013 0338 Federal Grants	.00	.00	-13,262.44	.00	.00
0013 0341 North Yarmouth Recreation Shar	-14,190.00	1,742.50	-4,546.00	-64,608.00	-129,216.00
0013 0342 North Yarmouth Library Share	-120,054.00	-84,680.42	-45,848.25	-96,217.50	-192,435.00
0013 0390 Misc. Revenue	.00	.00	.00	-11,206.25	.00
<b>TOTAL Intergovernmental Revenue</b>	<b>-554,664.20</b>	<b>-729,697.98</b>	<b>-912,722.08</b>	<b>-1,258,315.00</b>	<b>-1,213,651.00</b>
<b>0015 Other Revenues</b>					
0015 0305 Interest & Penalties	-21,083.86	-25,912.03	-19,206.04	-7,300.74	-30,000.00
0015 0306 Over/Short	3,793.25	1,557.24	474.72	-3,279.60	-100.00
0015 0364 Growth Permits	-2,300.00	-2,000.00	-3,000.00	-1,900.00	-2,000.00
0015 0365 Board of Appeals	-100.00	-200.00	-100.00	.00	.00
0015 0390 Misc. Revenue	-40,586.59	-31,998.27	-33,490.26	-47,170.87	-25,000.00
0015 0399 Staff Review Fee	-10,600.00	-9,325.00	-10,050.00	-4,100.00	-9,700.00
0015 0402 Cable TV Revenue	-128,633.84	.00	.00	.00	.00
0015 0403 Mooring Fees	-2,885.92	-7,492.00	-5,738.00	-12,872.00	-5,000.00
0015 0410 Private Ways	-600.00	.00	-400.00	.00	-400.00
0015 0508 Impact Fees	-69,941.90	-61,103.00	-87,862.60	-86,312.80	-60,000.00
<b>TOTAL Other Revenues</b>	<b>-272,938.86</b>	<b>-136,473.06</b>	<b>-159,372.18</b>	<b>-162,936.01</b>	<b>-132,200.00</b>
<b>0021 Police Related Revenues</b>					
0021 0337 State Grant revenue	-1,195.00	-1,846.00	-951.30	.00	.00
0021 0351 Police Issued Permits	-2,030.00	-9,444.00	-915.00	-457.00	-2,000.00
0021 0353 Police Insurance Reports	-416.00	-420.00	-330.00	-852.00	-500.00
0021 0390 Miscellaneous Police Revenue	-802.25	-192.00	-51.00	-215.00	-648.00
0021 0427 Parking Tickets	-375.00	-600.00	-200.00	-25.00	-100.00
0021 0431 Outside Detail	737.52	.00	.00	.00	.00
0021 0536 Dog Licenses ACO Revenue	-2,642.00	-3,027.00	-1,395.00	-2,139.00	-1,800.00
0021 0540 MSAD #51 SRO Reimbursement	-49,000.00	.00	.00	.00	.00
0021 0546 Court Reimbursements	-1,059.32	-4,596.72	-3,122.38	-932.88	-2,200.00
<b>TOTAL Police Related Revenues</b>	<b>-56,782.05</b>	<b>-20,125.72</b>	<b>-6,964.68</b>	<b>-4,620.88</b>	<b>-7,248.00</b>
<b>0022 Fire Related Revenues</b>					
0022 0390 Misc. Revenue	.00	-15.00	-15.00	.00	.00

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TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 10 OF 2022

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
<hr/>					
0022 0431 Outside Details	.00	-103.76	.00	.00	.00
0022 0504 Rescue Billing	-141,347.90	-124,623.20	-105,497.63	-102,864.52	-160,000.00
0022 0507 Paramedic Intercepts	.00	.00	-300.00	.00	.00
0022 0617 Donations Received	.00	-1,340.00	592.53	.00	.00
0022 0617 COVID Donations Received	.00	.00	8.99	.00	.00
TOTAL Fire Related Revenues	-141,347.90	-126,081.96	-105,211.11	-102,864.52	-160,000.00
 0031 Public Services Revenues					
<hr/>					
0031 0390 Misc. Revenue	-3,183.00	-5,983.00	-4,676.00	-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	-258,485.00	-230,211.50	-236,637.50	-115,645.00	-295,015.00
0031 0539 Brush Passes	-6,976.00	-2,871.00	-20,684.00	-10,267.00	-8,277.00
0031 0617 Twin Brooks Donations	.00	-100.00	-1,885.00	-2,908.60	.00
TOTAL Public Services Revenues	-275,261.23	-244,049.46	-263,882.50	-128,908.60	-328,792.00
 0035 VH Other Revenues					
<hr/>					
0035 0329 Payment in Lieu of Taxes	.00	-9,000.00	.00	.00	.00
0035 0378 Soda Sales	-2,047.60	-1,594.40	-2,250.89	-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	-19,800.00	-19,800.00	-19,620.00	-20,700.00	-24,840.00
TOTAL VH Other Revenues	-32,123.85	-37,144.40	-28,620.89	-30,945.00	-41,340.00
 0037 VH Golf Revenues					
<hr/>					
0037 0306 Over/Short	241.09	506.47	-4.32	-.64	.00
0037 0357 Golf Memberships	-172,891.15	-103,815.48	-285,096.30	-254,455.10	-235,542.00
0037 0358 Greens Fees	-101,847.35	-80,752.44	-150,647.36	-158,234.50	-179,737.00
0037 0359 Golf Cart Rentals	-58,544.29	-53,081.45	-88,180.44	-89,243.00	-92,257.00
0037 0416 Practice Range	-4,911.75	-1,248.25	-6,526.97	-4,888.00	-8,860.00
0037 0417 VH Program Revenues	-56,008.70	-45,943.00	-79,028.63	-83,654.00	-70,500.00
0037 0419 Advertising Sales	-13,581.50	-1,000.00	-11,000.00	-4,800.00	-22,500.00
0037 0522 Outing Golf	-42,978.43	-66,487.00	-36,038.00	-64,708.00	-48,290.00

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**TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT**
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**FOR PERIOD 10 OF 2022**

<b>ACCOUNTS FOR:</b>	<b>PRIOR YR3</b>	<b>PRIOR YR2</b>	<b>LAST YR</b>	<b>CURRENT YR</b>	<b>CY REV</b>
<b>001 General Fund</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>BUDGET</b>
<hr/>					
TOTAL VH Golf Revenues	-450,522.08	-351,821.15	-656,522.02	-659,983.24	-657,686.00
 0041 Recreation Related Revenues					
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0041 0440 41100 After School Programs	-274,073.59	-254,980.50	-276,008.50	-279,091.00	-272,000.00
0041 0441 41110 Youth Enrichment Programs	-150,245.20	-120,648.82	-22,287.50	-83,095.50	-175,000.00
0041 0441 41180 Youth Summer Enrichment Re	.00	.00	.00	-71,435.00	.00
0041 0442 41120 Youth Sports Programs	-101,388.75	-69,488.00	-15,513.50	-110,174.75	-115,000.00
0041 0443 41130 Skiing Programs	-53,362.00	-57,274.00	-14,282.50	-39,685.00	-45,020.00
0041 0444 41140 Day Camps	-132,697.75	-30,108.43	-72,644.50	-211,997.90	-165,000.00
0041 0445 41150 Swimming Programs	-23,465.29	-20,141.00	-1,155.00	18,318.80	-21,250.00
0041 0446 41160 Adult Enrichment Revenue	-36,282.43	-35,144.00	-12,875.00	-14,580.40	-31,715.00
0041 0447 41170 Adult Fitness Revenue	-59,363.83	-43,582.20	-30,566.00	-62,155.80	-45,000.00
0041 0448 41190 Special Events/Trips Reven	-4,174.00	-4,415.00	.00	-11,176.00	-5,000.00
0041 0449 41190 Recreation Programs	-2,151.00	-6,104.28	.00	.00	-1,995.00
0041 0570 41190 Rec Soccer Revenue	-19,730.00	-20,190.00	-9,123.00	-29,827.00	-23,000.00
0041 0571 41190 Rec Ultimate Frisbee Reven	-12,984.00	-12,035.00	-6,335.00	-14,110.00	-14,000.00
0041 0606 41190 CPR/First Aid Revenues	-185.00	-630.00	-240.00	-1,405.00	-250.00
TOTAL Recreation Related Reven	-870,102.84	-674,741.23	-461,030.50	-910,414.55	-914,230.00
 0044 W Cumberland Hall Revenues					
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0044 0377 Hall Rental	.00	.00	.00	-955.00	.00
TOTAL W Cumberland Hall Revenu	.00	.00	.00	-955.00	.00
 0045 Library Related Revenues					
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0045 0392 Library Fines	-2,599.16	-3,177.22	-704.69	-49.15	.00
0045 0394 Misc. Library Revenue	-997.10	-995.20	-597.00	-304.83	.00
TOTAL Library Related Revenues	-3,596.26	-4,172.42	-1,301.69	-353.98	.00
TOTAL General Fund	-4,629,216.46	-4,205,607.99	-4,875,131.57	-5,268,512.78	-5,707,136.00
TOTAL REVENUES	-4,629,216.46	-4,205,607.99	-4,875,131.57	-5,268,512.78	-5,707,136.00
GRAND TOTAL	-4,629,216.46	-4,205,607.99	-4,875,131.57	-5,268,512.78	-5,707,136.00



# Expenses

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## TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 10 OF 2022

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
130 Administration	508,371.39	530,432.33	471,149.31	479,083.52	664,743.00
140 Assessor	87,530.77	89,746.08	90,452.20	87,536.25	118,867.00
150 Town Clerk	192,254.91	227,322.39	193,594.58	224,709.22	291,177.00
160 Technology	172,183.75	216,353.04	284,566.60	231,812.34	280,613.00
165 Elections	8,400.30	9,072.04	6,921.27	25,732.16	35,127.00
170 Planning	51,861.82	51,635.08	47,865.24	52,930.94	74,035.00
190 Legal	49,527.30	43,209.17	44,695.90	43,941.41	47,500.00
210 Police	1,056,653.39	1,182,306.90	1,177,995.69	1,138,291.83	1,552,217.00
220 Fire	762,751.16	802,785.32	815,604.48	736,490.49	1,078,586.00
240 Code Enforcement	115,753.63	117,203.18	124,646.23	122,408.36	150,858.00
250 Harbor Master	4,682.18	14,676.21	14,911.93	14,431.55	22,480.00
260 Animal Control	25,634.78	35,610.84	15,290.29	38,361.37	36,179.00
310 Public Works	973,276.35	1,007,145.85	960,683.40	1,039,316.24	1,302,955.00
320 Waste Disposal	397,696.04	435,975.92	449,508.25	470,781.16	637,459.00
350 Valhalla-Club	30,378.19	19,866.31	22,648.13	19,500.75	26,241.00
360 Valhalla-Course	381,827.40	408,221.12	440,877.89	444,689.63	559,899.00
370 Valhalla-Pro Shop	217,528.66	162,773.75	160,401.09	160,094.10	240,351.00
410 Recreation	871,288.95	907,860.41	595,056.61	809,395.87	955,292.00
420 Aging in Place	20,029.75	66,816.99	65,087.09	76,747.28	101,716.00
430 Parks	248,471.06	247,510.19	284,804.77	241,697.09	327,477.00
440 West Cumberland Rec	5,192.61	5,722.22	4,477.70	5,726.33	8,744.00
450 Library	398,591.68	428,699.65	417,412.99	419,235.38	550,098.00
470 Historical Society Building	6,695.40	4,317.30	204.00	2,205.76	11,364.00
580 General Assistance	31,011.28	23,885.59	20,928.78	13,906.08	35,000.00
590 Health Services	13,130.05	17,279.10	596.20	2,981.00	3,875.00
620 Cemetery Association	28,450.00	26,700.00	27,575.00	26,700.00	26,700.00
630 Conservation	6,212.20	2,327.69	9,903.45	19,799.10	21,000.00
650 Debt Service	969,023.35	1,053,399.23	1,042,884.22	755,716.25	1,262,301.00
750 Insurance	281,421.59	265,081.83	326,545.12	335,136.83	319,619.00
800 Fire Hydrants	66,801.14	68,323.04	70,032.99	63,903.46	83,500.00
810 Street Lighting	27,512.55	31,869.88	45,000.00	45,000.00	45,000.00
830 Contingent	2,907.19	2,799.85	59,273.50	27,181.77	10,000.00
840 Municipal Building	81,655.85	75,377.74	87,584.35	120,753.17	109,837.00
850 Abatements	23,670.91	35,285.20	10,555.87	9,605.08	1.00
TOTAL General Fund	8,118,377.58	8,617,591.44	8,389,735.12	8,305,801.77	10,990,811.00
TOTAL EXPENSES	8,118,377.58	8,617,591.44	8,389,735.12	8,305,801.77	10,990,811.00
GRAND TOTAL	8,118,377.58	8,617,591.44	8,389,735.12	8,305,801.77	10,990,811.00