

AGENDA

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, May 9, 2022

6:00 P.M. Executive Session with Town Attorney

7:00 P.M. Call to Order

- I. 6:00 P.M. EXECUTIVE SESSION** pursuant to 1 M.R.S.A., § 405(6)(E) Consultation with the Town Attorney

II. CALL TO ORDER

III. APPROVAL OF MINUTES

April 25, 2022

IV. MANAGER'S REPORT

V. 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.

VI. LEGISLATION AND POLICY

22 – 055. To hear a report from the Town Attorney re: a Consent Order with Randall Copp for property located at Map R007/Lot 57C, Pointer Way, and to set a Public Hearing date of June 6, 2022 for action.

22 – 056. To hold a Public Hearing to consider and act on a Contract Zone Agreement for The Grange at Longwoods, as recommended by the Planning Board.

22 – 057. To hear a report from the Lands & Conservation Commission re: Phase II of Climate Action Plan and accept the plan.

22 – 058. To appoint Democratic and Republican Election Clerks.

22 – 059. To consider and act on the formation of a Housing Task Force to be appointed by

the Town Council to develop strategies and recommendations around the current housing crisis facing refugees, asylum seekers, and affordable housing issues in the Town.

22 – 060. To consider and act on moving the June 13th Town Council meeting to June 6th and the June 27th Town Council meeting to June 20th to swear in newly elected Town Councilors.

VII. NEW BUSINESS

- Meet the Candidates Night (televised): Town Council May 11th,
School Board May 18th at 7:00 p.m. moderated by Town Attorney
- Discussion re: process to fill vacant Town Council seat

VIII. BUDGET REPORT

IX. ADJOURNMENT

MINUTES

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, April 25, 2022

6:00 P.M. Finance Committee Meeting

7:00 P.M. Call to Order

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

I. APPROVAL OF MINUTES

Motion by Councilor Gruber, seconded by Councilor Foster, to accept the April 11, 2022 meeting minutes as presented.

VOTE: 7-0 UNANIMOUS

II. MANAGER'S REPORT

Town Manager Shane said that Cumberland resident James Tyll, who attends St. Brigid School, was one three winners of Maine Municipal Association's 7th Grade Essay Contest, "If I Led My Community".

Councilor Segrist read James's essay:

If I led my community what would I do? I would establish a working town government that supports the people of my town and solves our problems and supports the working people. I would support the post office and make it more efficient, raise the pay of firefighters and policemen, and support the school system with important and needed subjects.

Generating an efficient post office is very important. Post offices keep us and our packages connected. Imagine if you need some urgent medicine and your local post office is inefficient, you may not get that medicine for a couple days. By supporting our local post offices we make our community safer, and it will help small businesses thrive. Nowadays, shipping is EVERYTHING, and any business that hasn't evolved has been hurt tremendously. Our post offices ship out our packages and are crucial for our local businesses to grow and prosper. To solve this problem, we can raise the pay of post office workers, making the job more enticing and easier to make a living from it. From sending letters with grandparents and shipping out packages to buyers, keeping our post offices open and efficient is vital to a thriving community.

Raising pay and showing more support to firefighters and policemen would make the jobs more enticing. Firefighters and policemen are staples of our community and without them our communities would be less safe, and dangerous. We need to show to kids and teens that these jobs are important and vital to a community. We can show them how these role models do their jobs and save lives. These heroes do not make enough money and deserve to have their salaries raised. Raising the pay of their jobs would also bring interest to new people who would be willing to serve their communities. Firefighters and police make our communities safe, and we should honor them.

Without an education, our communities will crumble. We need smart people who are willing to work and find a job they like doing, not waiting for others to do it for them. The root of solving this problem is polishing up our school systems. We need to teach kids that working is going to be an important part of their lives and show them many of the opportunities that they will have. In grade school, there should be an entire class focused around these jobs that kids might not know exist even though they are perfect for them

(Marine Biologist, zoo keeper, firefighter, police officer, and many more). Starting in middle school they should start learning about economy, taxes, and life skills that are going to be needed in the future. Kids need to learn some opportunities to prosper and play important roles in our communities.

If I led my community I would focus on the important things and people, like post offices, firefighters and policemen, and polishing up our school system. In modern society, community is everything, and keeping my community thriving would be crucial.

Councilor Segrist congratulated James on his wonderful essay and presented him with a certificate and gift card.

Town Manager Shane said that we will be holding our annual Memorial Day parade this year and Chairman Vail will be making the speech. We appreciate Bob's willingness to do that.

In regard to the June election, we have 3 candidates who will run for the at-large seats on the Town Council, and 5 candidates running for School Board.

New resident orientation will take place on May 3rd at 6:00 p.m. This is for any resident who has recently moved into Town. They will have the opportunity to meet Town staff and learn about Town committees and services.

He attended the annual Cemetery Association meeting recently. Bob Storey has done amazing work leading the association for many years. We have some of the best kept cemeteries around.

He attended the first Rails to Trails Committee meeting. Their work is at a much higher level than he had anticipated. They are looking for a recommendation from the committee within the next 9 months. During the Q&A portion of the meeting, Councilor Storey-King asked if any abutters were on the committee, and the answer was no. This was very surprising.

Councilor Storey-King said that in some ways, the meeting confirmed her greatest fear that the train had already left the station with this project. There has been a lot of money allocated for the project and she felt that the 40 Cumberland residents who abut the track were not represented on the committee. She has sent a letter to the Governor to ask her to look at representation of property owners and to consider the expansion of the power line in that area. CMP should consider running power lines under the rail bed. The meeting left her feeling very discouraged, but she will continue to attend them.

III. PUBLIC DISCUSSION

No public discussion.

IV. LEGISLATION AND POLICY

22 – 041 To hear a report from the Finance Director re: 2nd and 3rd Quarter Financials.

Finance Director, Helene DiBartolomeo, presented the following:

Town of
Cumberland
FY2022 Q2 &
Q3 Results
(October
2021 – March
2022)



General Fund FY2022 Q2 Overview

	FY22 Budget	FY22 YTD Actual	FY22 %	FY21 %
TOTAL REVENUES	\$ (6,418,982)	\$ (4,217,892)	66%	63%
Controllable Expenses	\$ 9,453,632	\$ 4,756,437	50%	47%
Fixed Expenses	\$ 23,837,511	\$ 12,333,085	52%	52%
TOTAL EXPENSES	\$ 33,291,143	\$ 17,089,523	51%	51%

General Fund FY2022 Q2 Selected Revenues

	FY22 Budget	FY22 YTD Actual	FY22 %	FY21 %
Excise Tax	\$ (2,003,000)	\$ (1,176,553)	59%	73%
State Revenue Sharing	\$ (825,000)	\$ (748,768)	91%	97%
Permits & Impact Fees	\$ (177,174)	\$ (139,976)	79%	93%
Emergency Transport Billing	\$ (160,000)	\$ (72,696)	45%	35%

General Fund FY2022 Q2 Selected Expenses

	FY22 Budget	FY22 YTD Actual	FY22 %	FY21 %
Police	\$ 1,578,958	\$ 725,822	46%	48%
Fire	\$ 1,096,586	\$ 486,456	44%	44%
Public Services	\$ 2,287,999	\$ 1,075,717	47%	44%

General Fund FY2022 Q2 Val Halla Results

	FY22 Budget	FY22 YTD Actual	FY22 %	FY21 %
Revenue - Val Halla	\$ (699,026)	\$ (580,017)	83%	70%
Expenses - Val Halla	\$ 826,491	\$ 501,981	61%	59%
Net (Gain) Loss*	\$ 127,465	\$ (78,036)		

*Note: Negative numbers denotes an increase in fund balance

General Fund FY2022 Q2 Recreation Results

Program	FY22 Budget	FY22 YTD Actual	FY22 %	FY21 %
Administration	\$ 392,222	\$ 197,483	50%	39%
After School Program	\$ (121,126)	\$ (80,286)	66%	57%
Youth Enrichment Programs	\$ (122,086)	\$ (104,740)	86%	7%
Youth Sports Programs	\$ (47,220)	\$ (33,981)	72%	-7%
Skiing Programs	\$ (3,408)	\$ (24,107)	707%	328%
Summer/Day Camps	\$ (33,311)	\$ (51,914)	156%	-1%
Swimming Programs	\$ 31,639	\$ 28,024	89%	68%
Adult Enrichment Programs	\$ (12,590)	\$ (5,728)	45%	4%
Adult Fitness Programs	\$ (24,342)	\$ (23,445)	96%	23%
Other Recreation Programs	\$ (18,716)	\$ (23,329)	125%	27%
Net (Gain) Loss*	\$ 41,062	\$ (122,023)		

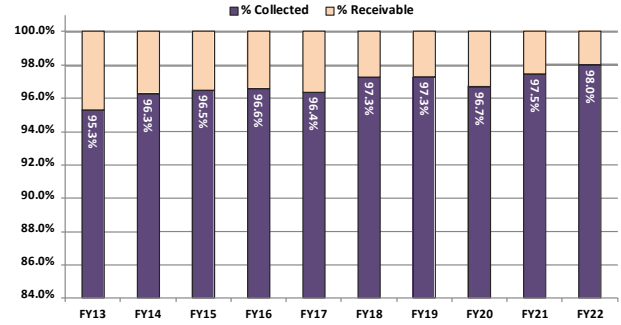
	FY22 Budget	FY22 YTD Actual	FY22 %	FY21 %
Revenue - Recreation	\$ (914,230)	\$ (688,651)	75%	30%
Expenses - Recreation	\$ 955,292	\$ 566,628	59%	43%
Net (Gain) Loss*	\$ 41,062	\$ (122,023)		

*Note: Negative numbers denotes an increase in fund balance

General Fund FY2022 Q3 Overview

	FY22 Budget	FY22 YTD Actual	FY22 %	FY21 %
TOTAL REVENUES	\$ (6,418,982)	\$ (5,720,968)	89%	86%
Controllable Expenses	\$ 9,453,632	\$ 7,143,089	76%	71%
Fixed Expenses	\$ 23,837,511	\$ 18,118,770	76%	74%
TOTAL EXPENSES	\$ 33,291,143	\$ 25,261,859	76%	73%

FY2022 Q3 Tax Collection Rate As of March 31st



General Fund FY2022 Q3 Selected Revenues

	FY22 Budget	FY22 YTD Actual	FY22 %	FY21 %
Excise Tax	\$ (2,003,000)	\$ (1,697,412)	85%	103%
State Revenue Sharing	\$ (825,000)	\$ (1,013,647)	123%	150%
Permits & Impact Fees	\$ (177,174)	\$ (250,045)	141%	125%
Emergency Transport Billing	\$ (160,000)	\$ (102,865)	64%	60%

General Fund FY2022 Q3 Selected Expenses

	FY22 Budget	FY22 YTD Actual	FY22 %	FY21 %
Police	\$ 1,578,958	\$ 1,122,455	71%	72%
Fire	\$ 1,096,586	\$ 731,500	67%	69%
Public Services	\$ 2,287,999	\$ 1,746,410	76%	69%

General Fund FY2022 Q3 Val Halla Results

	FY22 Budget	FY22 YTD Actual	FY22 %	FY21 %
Revenue- Val Halla	\$ (699,026)	\$ (657,476)	94%	85%
Expenses- Val Halla	\$ 826,491	\$ 618,410	75%	74%
Net (Gain) Loss*	\$ 127,465	\$ (39,066)		

*Note: Negative numbers denotes an increase in fund balance

General Fund FY2022 Q3 Recreation Results

Program	FY22 Budget	FY22 YTD Actual	FY22 %	FY21 %
Administration	\$ 392,222	\$ 313,548	80%	39%
After School Program	\$ (121,126)	\$ (146,494)	121%	57%
Youth Enrichment Programs	\$ (122,086)	\$ (68,756)	56%	7%
Youth Sports Programs	\$ (47,220)	\$ (48,852)	103%	-7%
Skiing Programs	\$ (3,408)	\$ (9,177)	269%	328%
Summer/Day Camps	\$ (33,311)	\$ (84,246)	253%	-1%
Swimming Programs	\$ 31,639	\$ 58,946	186%	68%
Adult Enrichment Programs	\$ (12,590)	\$ (8,818)	70%	4%
Adult Fitness Programs	\$ (24,342)	\$ (48,060)	197%	23%
Youth Summer Enrichment Programs	\$ -	\$ (17,144)	100%	0%
Other Recreation Programs	\$ (18,716)	\$ (41,138)	220%	27%
Net (Gain) Loss*	\$ 41,062	\$ (100,191)		

	FY22 Budget	FY22 YTD Actual	FY22 %	FY21 %
Revenue	\$ (914,230)	\$ (898,619)	98%	44%
Expenses	\$ 955,292	\$ 798,427	84%	61%
Net (Gain) Loss*	\$ 41,062	\$ (100,191)		

*Note: Negative numbers denotes an increase in fund balance

Motion by Councilor Segrist, seconded by Councilor Gruber, to accept the 2nd and 3rd quarter financials, as recommended by the Finance Committee.

VOTE: 7-0 UNANIMOUS

22 – 042 To hold a Public Hearing and consider and act on amendments to Chapter 86 (Medical Marijuana Registered Caregiver Licensing) of the Cumberland Code.

Town Manager Shane explained that these amendments are really housekeeping and will treat medical caregiver businesses just like any other business. One of the things that fell through the cracks with this ordinance was that in either of the other permissible districts, they would be allowed up to two licenses per facility, and we only allowed one.

Councilor Segrist summarized that only one registered caregiver license may be granted for a licensed premises, if it is outside the Registered Caregiver Overlay District, and it is outside Village Center Commercial District. Subsection 2 of the ordinance adds that no more than two registered caregiver licenses may be granted per licensed premise located within the Village Center Commercial District. He noted a typo in the ordinance, subsection (2) is duplicative. A new subsection (3) should be added to section N.

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

Motion by Councilor Segrist, seconded by Councilor Copp, to amend Chapter 86 (Medical Marijuana Registered Caregiver Licensing) of the Cumberland Code, provided that subsection N II is amended to become subsection N III.

VOTE: 7-0 UNANIMOUS

22 – 043 To hold a Public Hearing to consider and act on a Medical Marijuana Registered Caregiver License application for SSJA, LLC (owner Jacob Acheson) located at 212 Gray Road.

Chairman Vail said that Town staff has met and signed off on the application, the fee has been paid, and the State License has been received.

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

Motion by Councilor Foster, seconded by Councilor Gruber, to approve the Medical Marijuana Registered Caregiver License application for Stoney Grove (owner Jacob Acheson) located at 212 Gray Road.

VOTE: 7-0 UNANIMOUS

22 – 044 To hold a Public Hearing to consider and act on a Medical Marijuana Registered Caregiver License application for Crème De La Crème (owner Robert Thibodeau) located at 210 Gray Road.

Chairman Vail said that Town staff has met and signed off on the application, the fee has been paid, and the State License has been received.

Chairman Vail opened the Public Hearing.

No public discussion.
Chairman Vail closed the Public Hearing.

Councilor Segrist asked how many current licenses we have at this location.

Town Manager Shane said that this will be the second license at this location.

Motion by Councilor Foster, seconded by Councilor Gruber, to approve the Medical Marijuana Registered Caregiver License application for Robert Thibodeau located at 210 Gray Road.

VOTE: 6-0-1 (Copp abstained) UNANIMOUS

22 – 045 To consider and act on a Mass Gathering permit for the Vacationland Dog Club and York County Kennel Club of Maine dog show to be held May 18th to 22nd at the Cumberland Fairgrounds.

Councilor Edes requested making one motion for the following 5 items, since they are all events at the fairgrounds. Most of these are annual events that we are familiar with.

Motion by Councilor Edes, seconded by Councilor Copp, to approve the Mass Gathering permit for the Vacationland Dog Club and York County Kennel Club of Maine dog show to be held May 18th to 22nd at the Cumberland Fairgrounds.

VOTE: 7-0 UNANIMOUS

22 – 046 To consider and act on a Mass Gathering permit for the Cumberland Farmer’s Club 150th Annual Fair Celebration to be held June 4th and 5th at the Cumberland Fairgrounds.

Motion by Councilor Edes, seconded by Councilor Copp, to approve the Mass Gathering permit for the Cumberland Farmer’s Club 150th Annual Fair Celebration to be held June 4th and 5th at the Cumberland Fairgrounds.

VOTE: 7-0 UNANIMOUS

22 – 047 To consider and act on a Mass Gathering permit for Binnie Media’s Ultimate Yard Sale to be held June 11th at the Cumberland Fairgrounds.

Motion by Councilor Edes, seconded by Councilor Copp, to approve the Mass Gathering permit for Binnie Media’s Ultimate Yard Sale to be held June 11th at the Cumberland Fairgrounds.

VOTE: 7-0 UNANIMOUS

Councilor Segrist requested additional insurance information from the applicant, which was subsequently provided and found to be adequate.

22 – 048 To consider and act on a Mass Gathering permit for the Girl Scouts of Maine, “The Wicked Maine Outdoor Fest” to be held June 25th at the Cumberland Fairgrounds.

Motion by Councilor Edes, seconded by Councilor Copp, to approve the Mass Gathering permit for the Girl Scouts of Maine, “The Wicked Maine Outdoor Fest” to be held June 25th at the Cumberland Fairgrounds.

VOTE: 7-0 UNANIMOUS

22 – 049 To consider and act on a Mass Gathering permit for the Penobscot Valley Kennel Club dog show to be held June 22nd to 26th at the Cumberland Fairgrounds.

Motion by Councilor Edes, seconded by Councilor Copp, to approve the Mass Gathering permit for the Penobscot Valley Kennel Club dog show to be held June 22nd to 26th at the Cumberland Fairgrounds.

VOTE: 7-0 UNANIMOUS

22 – 050 To consider and act on a Mass Gathering permit for events held at Twin Brook Recreation Facility, May through October 2022, for the Cumberland Recreation Department.

Town Manager Shane explained that these are for events at Twin Brook through our Recreation Department.

Councilor Storey-King said that she would like to see a full application filled out for these events, not just a memo from the Recreation Director. Without the application, we are missing a lot of important information like fees paid and insurance certificates.

Town Manager Shane said that he will get the information and forward it to the Town Council.

Motion by Councilor Copp, seconded by Councilor Foster, to approve the Mass Gathering permit for events held at Twin Brook Recreation Facility, May through October 2022, for the Cumberland Recreation Department.

VOTE: 7-0 UNANIMOUS

22 – 051 To authorize the Town Manager to accept a payment for delinquent FY'19 taxes in the amount of \$600.00 on property identified as Map U19/Lot 18.

Town Manager Shane that this is consistent with the Town Council policy to accept payment of back taxes.

Motion by Councilor Storey-King, seconded by Councilor Segrist, to authorize the Town Manager to accept a payment for delinquent FY'19 taxes in the amount of \$600.00 on property identified as Map U19/Lot 18.

VOTE: 7-0 UNANIMOUS

22 – 052 To consider and act on a regional trash collection Memorandum of Understanding with Ecomaine.

Town Manager Shane explained that we realize we can no longer expect to have physical curbside pick up of trash. This will regionalize our trash pick up program and a study will look for cost savings. The approval of this Memorandum of Understanding is for the study only.

Motion by Councilor Segrist, seconded by Councilor Copp, to authorize the Town Manager to execute a Memorandum of Understanding with Ecomaine for regional trash collection.

VOTE: 7-0 UNANIMOUS

22 – 053 To hold a Public Hearing to consider and act proposed amendments to Chapter 226 (Shoreland Zoning) of the Cumberland Code, as recommended by the Planning Board.

Town Manager Shane explained that this is basically housekeeping, and the Code Enforcement Officer and Planning Board recommend approval. This will bring the ordinance in line with State code.

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

Motion by Councilor Copp, seconded by Councilor Storey-King, to amend to Chapter 226 (Shoreland Zoning) of the Cumberland Code, as recommended by the Planning Board.

VOTE: 7-0 UNANIMOUS

22 – 054 To hold a Public Hearing to consider and act on the adoption of the FY2023 Municipal Budget.

Town Manager Shane presented the following:



MEMORANDUM

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: April 25, 2022
Re: Budget FY 2023

In February we started the weekly Finance Committee meeting to review the FY 23 Budget submitted by the Town Manager. That Budget started with an expectation that the Town's Expenses minus revenues would result in a tax increase for Municipal services of about \$00.19.

	FY 22	FY 23	Increase
County	\$0.67	\$0.68	\$0.01
Town	\$5.45	\$5.64	\$0.19

After a multitude of meetings and reviews the final numbers presented this evening including school are:

	FY 22	FY 23	Increase	% of increase	% on Mil Rate
School ***	\$14.43	\$14.87	\$0.44	67.39%	2.13%
County	\$0.67	\$0.69	\$0.02	2.63%	0.08%
Town	\$5.45	\$5.64	\$0.19	29.98%	0.95%
	\$20.55	\$21.20	\$0.65	100.00%	3.16%

Office of the Town Manager • 290 Tuttle Road, Cumberland, Maine 04021
Telephone (207) 829-2205 Fax (207) 829-2224

This would equate to a \$.20 increase for Town and County taxes. We are anticipating a growth of \$29 million in property values, which helps with the increase, but this still equals \$20 for every \$100,000 taxable value. A \$500,000 property (which is close to the average price now) will see a \$100 increase in property taxes attributed to the Town and County increases. The County will be looking to begin a Fiscal Year budget in FY 2024 which will result in a payment of \$1.5M in the FY 2024 budget year, so we need to discuss that as well (Phasing at \$100k per year for 5 years).

In my introduction I discussed the growth of our community and how over the past decade and particularly since 2018, that growth can be attributed to the turnover of existing housing more than any another reason:

Town	Growth % Rank	Total Increase
Cumberland	1	17.50%
North Yarmouth	4	14.22%
Falmouth	6	11.26%
Freeport	8	10.89%
Yarmouth	11	7.68%
Cape Elizabeth	15	5.77%
Total Towns	22	7.78%

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

	FY 19 ACTUALS	FY 20 ACTUALS	FY 21 ACTUALS	FY 22 BUDGET	FY23 Proposed
TOTAL EXPENSES	\$ 10,401,560	\$ 10,646,601	\$ 10,054,563	\$ 11,490,811	\$ 12,580,402
Total Revenues	\$ (5,463,275)	\$ (5,377,466)	\$ (6,325,625)	\$ (5,707,136)	\$ (6,429,394)

The Town and the School combined have had a 2.55% increase average over the past 5 years as seen the chart on the next page.

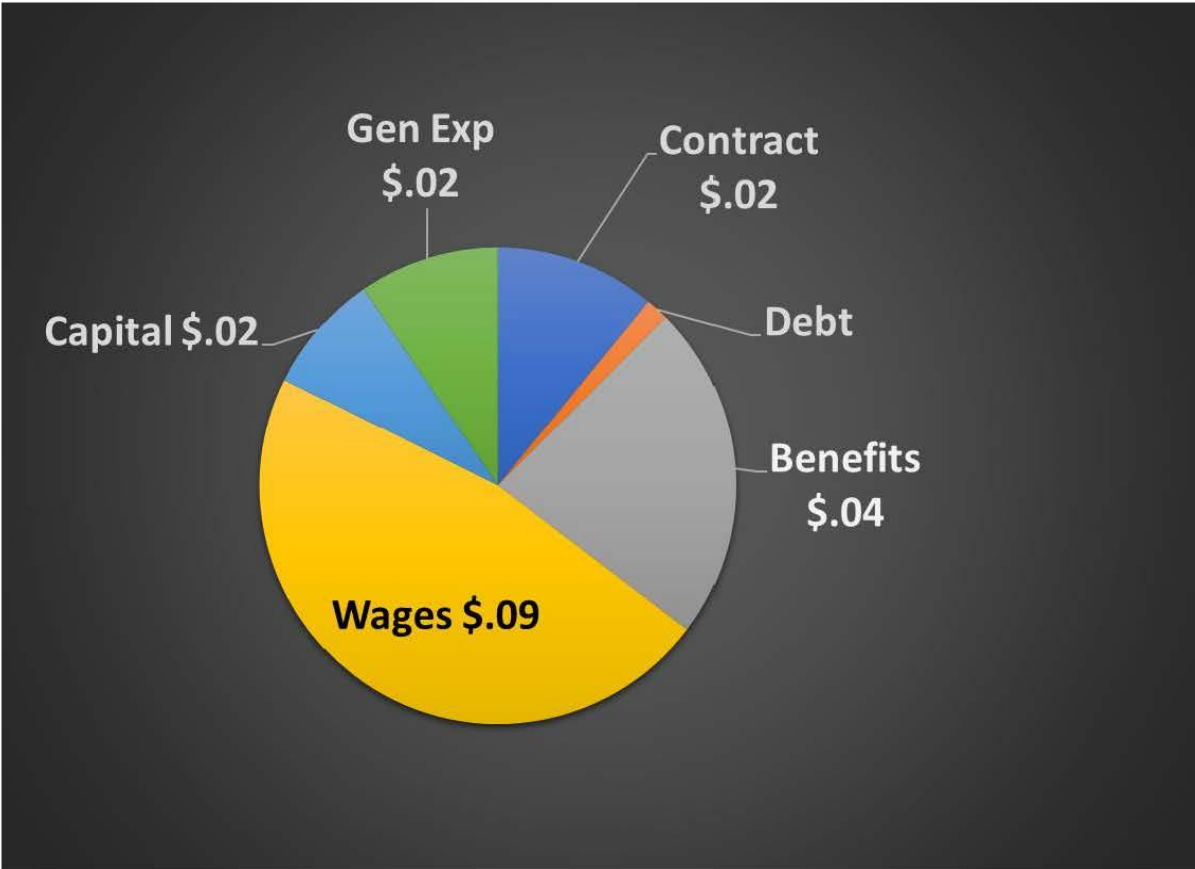
2018	2019	2020	2021	2022	2023	5 YR Incr	AVG	% Avg	Mil Impact
\$12.93	\$13.77	\$13.46	\$14.27	\$14.43	\$14.87	\$1.94	\$0.39	3.00%	80.83%
\$0.61	\$0.65	\$0.65	\$0.67	\$0.67	\$0.69	\$0.08	\$0.02	2.62%	3.33%
\$5.26	\$5.28	\$5.74	\$5.41	\$5.45	\$5.64	\$0.38	\$0.08	1.44%	15.83%
\$18.80	\$19.70	\$19.85	\$20.35	\$20.55	\$21.20	\$2.40	\$0.48	2.55%	100.00%

14 Year Avg. 3.67% increase Annually

Below Submitted in February – Adjustments by Town Council made have not impacted mil rate

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%	

Proposed Mil Rate Increases by Budget Impacts:



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.

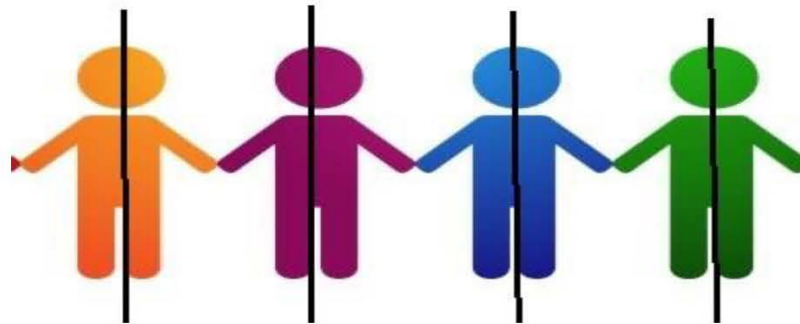
Positions Frozen in FY 2020 to FY 2021:



Positions Unfrozen Frozen in FY 2021 to FY 2022 – Then fully restored in FY 23:

Jan FY22 – July1 FY 23

Jan FY22 – July1 FY 23



Police Officer

Paramedic

PW Operator

Asst. Clerk

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 1st to help last year's budget.

Two additional full-time paramedics are included in this budget, 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 for one ambulance. I have also requested the Fire Chief position become a full-time and that this position will serve as a back-up to a second ambulance call or other emergency event.

With respect to Revenues the Budget increased by over \$700,000 :

Actual 2019	Actual 2020	Actual 2021	Budget 2022	Prop 2023	PCT
\$ (5,463,275)	\$ (5,377,466)	\$ (6,325,625)	\$ (5,707,136)	\$ (6,429,394)	10.90%
Val Halla, Recreation and State Revenue Sharing largest increases					

The TIF Budget finances bonds, road improvements such as paving and salaries and benefits related to Economic Development. As we discuss each year in our TIF meetings, FY 2028 is a year that all must pay attention as District 1 will expire and the monies will need to be transferred to the general fund along with the expenses. The \$40M of value will have an impact on the School Funding formula, but it will be averaged in over 3 years. Our requirement for local school funding will increase and the State revenue to the MSAD will decrease.

7

	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Revenues	2,793,185	2,880,023	2,989,074	3,102,076	3,219,167	2,299,544
Bond Payments	(865,059)	(790,428)	(768,588)	(762,216)	(587,431)	(597,140)
CEA Payments	(214,198)	(220,623)	(191,679)	(148,732)	(153,194)	(105,599)
Economic Development	(986,220)	(1,020,597)	(1,056,173)	(1,092,990)	(1,131,091)	(815,615)
Capital Expenses	(720,000)	(720,000)	(720,000)	(720,000)	(812,000)	(812,000)
Ending Fund Balance	(708,957)	(580,583)	(327,949)	50,189	585,639	554,829
Change in Fund Balance	7,708	128,374	252,634	378,137	535,451	(30,810)

	FY2045
Revenues	1,641,523
Bond Payments	-
CEA Payments	-
Economic Development	(615,442)
Capital Expenses	(612,000)
Ending Fund Balance	10,470,052
Change in Fund Balance	414,082

Future Considerations

- Road Reconstruction
- Water & Sewer Lines
- Roundabout Rt 100
- Sidewalk Extensions
- Public Safety & PW Equipment
- Affordable Housing
- Affordable Assisted Care

And finally, the remaining unapproved ARP funds for our community will be allocated toward drainage projects and the preliminary engineering for the Bruce Hill Water main project.

This report along with Agenda, support materials, Meeting Notes and the proposed FY 2023 Expense & Revenue Budgets can be found on our website at:

<https://www.cumberlandmaine.com/budgets>

Chairman Vail opened the Public Hearing,

Robert Knupp of 4 Eagles Way said that we are all facing an 8.5% increase in inflation. The Town is proposing a 6% increase in employee wages, which really isn't an increase at all, based on the 8.5% inflation increase. Mr. Knupp said that he appreciates the ease in which the budget is available online for the public to review. He had some questions related to the budget that were answered by the Town Manager and Finance Director. Mr. Knupp said that he moved here in 2015 from Pennsylvania. He is on a fixed income and pays \$750 a month in taxes for his condominium. This increase is only 9 cents, but that is a lot for senior residents.

Bill Stiles of Range Road asked if the Lands & Conservation Commission budget request was approved.

Town Manager Shane said that the Lands & Conservation Commission now has their own working budget, which they did not have in the past.

Mr. Stiles said that he is in the process of selling his house and has learned that he won't be able to find a place to rent for \$750 per month. If someone owns their house, \$750 per month in taxes is reasonable.

Chairman Vail closed the Public Hearing.

Motion by Councilor Copp, seconded by Councilor Gruber, to set the Municipal FY 2023 General Fund Expenditure budget at \$12,580,402 and the General Fund Non-Property Tax Revenues Budget of \$(6,429,394) to offset the impact of property taxes, as recommended by the Finance Committee,

And furthermore, I authorize the use of ARP funds of \$ \$558,000 for stormwater repairs and \$100,000 for the Bruce Hill Road water study,

And furthermore, I authorize \$2,775,737 of Tax Increment Financing (TIF) funds to be used as presented in the FY2023 Budget.

VOTE: 7-0 UNANIMOUS

V. NEW BUSINESS

Councilor Segrist – the budget process is now finished, and we can refocus on programs that we're trying to develop in order to help seniors on fixed incomes. It has always frustrated him that property taxes are not progressive in the sense that nobody from the state or from the municipality looks inside the window of a house and asks who lives in there, how old are they, what is their income, and are they on a fixed income? None of those questions are asked. The only questions are what the value of the property is and what the mil rate is. We all understand with income taxes if somebody earns extra money, they are taxed accordingly. But they have made the decision to earn additional income. They have control over that. Property taxes are different. You don't always have that control. He is excited to restart our efforts on the senior property tax deferral program, take it to the state, and see what we can do to get it started.

Councilor Storey-King – she extended her condolences to the Bickford family on the passing of Charlie Bickford. She had the pleasure of first getting to know Charlie in the late 70's when he chaperoned a fieldtrip that she went on as a freshman in high school. The Bickford's are a wonderful family and Charlie will certainly be missed. He had a smile for everyone as well as a story and a handshake.

She is happy to report that the Veranda Street bridge project did not affect traffic on Middle Road over the past weekend.

She extended her gratitude to the people who educate others and help us preserve land for public use. Last week, she had the opportunity to ride the horse that she and her son share up Range Way and up to the Rock Ridge trails. It is so beautiful there and there are so many places all over Town where you can find land that the Chebeague and Cumberland Land Trust has preserved.

Greely football will return in September. She received a message that the School Board approved it at their meeting this evening.

Councilor Gruber – the food pantry had 57 people visit last week. Thank you to the volunteers who make it happen every week.

Chairman Vail – Charlie Bickford was a member of the Lion's Club and a great man. Condolences to his family.

In regard to Mr. Knupp's concerns about property taxes, he made a personal decision this spring to resign as Chairman of the Cumberland Republican Committee. He felt that because of the direction that the Republican party was taking this year with the potential abolishment of income tax, it was anathema to what he knew and believed was in the best interest of this community. He stepped down because he felt that he had a responsibility to serve the whole community and the whole community needed his attention to be spent on tax reform and tax relief for our seniors. As Councilor Segrist said, as we retire our income changes and for the most part, people are on fixed incomes. Our property taxes continue to climb and climb, so his focus is to provide tax reform in any manner possible.

He wants to have a discussion soon regarding the formation of a housing committee.

Councilor Foster – the community survey closed on April 15th. Over the next couple of weeks, the results will be consolidated and reviewed by the Town Council in a workshop by the end of May or early June. Overall, she thinks that residents were appreciative to have the opportunity to give their feedback.

Councilor Edes – condolences to Brian Bickford and the Bickford family. Brian and his family have been a staple in this Town for many years.

Thank you to Public Works and in particular, Brendan Sweeney. There were a couple of bad divots at the end of his road, and he reached out to Chris Bolduc. They send Brendan down and he had the opportunity to talk to him. He is a very nice guy and a credit to our Public Works department.

Campaign season is coming and with that comes political signs. On his way to the meeting tonight he saw a sign at John Chandler's house that said, "be kind". This is the best sign that we will see during this campaign season.

Councilor Copp – condolences to the Bickford family. They are a truly great family.

He donated \$20 to the 4-H fund that benefits the food pantry, as he does every meeting. This is a very worthy cause.

He wished Linda Shane a happy birthday.

- VI. EXECUTIVE SESSION** pursuant to 1 M.R.S.A., § 405(6)(C) re: real property and § 405(6)(E) re: pending litigation.
Motion by Councilor Edes, seconded by Councilor Gruber, to recess to Executive Session pursuant to 1 M.R.S.A., § 405(6)(C) re: real property and § 405(6)(E) re: pending litigation.
VOTE: 7-0 UNANIMOUS
TIME: 9:13 P.M.

Reconvene to regular session at 9:45 P.M.

- VII. ADJOURNMENT**
Motion by Councilor Copp, seconded by Councilor Gruber, to adjourn.
VOTE: 7-0 UNANIMOUS
TIME: 9:46 P.M.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

ITEM

22-055

To hear a report from the Town Attorney re: a Consent Order with Randall Copp for property located at Map R007/Lot 57C, Pointer Way, and to set a Public Hearing date of June 6th for action

STATE OF MAINE
CUMBERLAND, ss.

SUPERIOR COURT
Civil Action
Docket No. AP-18-53

ELVIN COPP and RANDALL COPP,
Plaintiffs/Counterclaim Defendants,
v.
WILLIAM LONGLEY,
Defendants,
and
TOWN OF CUMBERLAND,
Defendant/Counterclaim Plaintiff.

CONSENT ORDER

NOW COME the Parties in the above-captioned matter, Plaintiffs/Counterclaim Defendants Elvin Copp and Randall Copp (collectively "Copp"), Defendant William Longley and Defendant/Counterclaim Plaintiff Town of Cumberland (collectively the "Town").

The Parties agree to resolve the Town's Partial Motion for Summary Judgment as to its Counterclaim in this matter, which was granted by this Court on February 26, 2020, as follows:

1. At its sole expense, Copp shall prepare an engineered remediation and revegetation plan (the "Plan") which shall include a design to finalize driveway construction on Copp's property, located at Pointer Way in Cumberland (the "Property"). The Plan shall include at a minimum: (i) current and proposed grades of the entire Property; (ii) erosion and sedimentation control measures; (iii) a schedule of values consistent with bid values established by the Maine Department of Transportation for all work to be completed; (iv) the proposed location for the storage of all materials; (v) a time schedule for when all materials will be brought onto the Property; and (vi) the identity and contact information of all contractors to be used to complete the work contemplated by the Plan. All construction and other work necessary to comply with the Plan shall be referred to herein as the "Work."

2. The Plan will be reviewed by the Cumberland County Soil and Water Conservation District ("CCSWCD") and must be satisfactory to CCSWCD. Copp shall provide a version of the Plan satisfactory to CCSWCD within **120 days of the date of this Consent Order**.

3. The Plan shall establish the date by which the Work must be completed based on the professional judgment of the engineer preparing the plan (the "Completion Date"), provided, however, that: (i) the Work may not be approved until all grasses and other ground cover planted

have undergone at least two mowings, and all needed overseeding and reseeding of the Property is approved by CCSWCD, and (ii) the Completion Date shall be no later **October 15, 2023**.

4. All parties, or their representatives, shall attend a pre-construction meeting to discuss all matters pertaining to completion of the Plan prior to the commencement of the Work.

5. Prior to beginning the Work, Copp or Copp's contractor(s) shall post a performance bond in an amount equal to 100% of anticipated construction costs of the Work and in a form acceptable to the Town. Said performance bond shall only be released by the Town upon the completion of a successful final inspection of the Work, as determined by CCSWCD.

6. CCSWCD will also perform inspections of the Work necessary to determine continued compliance with the Plan and with this Consent Order.

7. CCSWCD shall prepare an interim report providing an assessment of all progress made toward completion of the Plan, **sixty (60)** days prior to the Completion Date noted in Paragraph 3 of this Consent Order, which Copp shall be entitled to receive a copy of.

8. Copp will be responsible for all CCSWCD costs, including but not limited to costs associated with the review and approval of the Plan and all inspections of the Work indicated in Paragraph 1, above.

9. The Town shall maintain an escrow account into which Copp shall contribute at least **\$5,000.00** prior to beginning the Work. CCSWCD shall bill the Town for all inspection costs associated with the Plan and the Work, and the balance of the escrow account will be applied to those costs. In the event that the amount invoiced by CCSWCD exceeds the balance of the escrow account then the Town shall bill Copp for reimbursement, which shall be made within **thirty (30) days** of receipt. Any remaining balance in the escrow account will be returned to Copp within **thirty (30) days** of receipt of a final approval of the Work from CCSWCD.

10. In the event that Copp does not substantially complete the Work to the satisfaction of CCSWCD by the Completion Date, the Town may, in its sole discretion: (i) allow additional time for Copp to substantially complete all of the remaining Work, (ii) call the performance bond provided by Copp pursuant to Paragraph 5 of this Consent Order and thereafter take over and perform all remaining Work required by the Plan to the satisfaction of CCSWCD at Copp's sole expense, or (iii) file a motion to enforce this Consent Order with this Court, which shall not be considered a motion for contempt under M.R. Civ. P. 66.

11. In the event that the Town undertakes any of the Work, as allowed for in Paragraph 10, above, Copp shall reimburse the Town for all costs incurred within **180 days** of the completion of the Work.

12. Except as may be permitted pursuant to a lawful building permit, after **ninety (90) days** of the date of this Consent Order, Copp shall have removed all excavation and processing equipment from the Property except: one (1) bulldozer no larger than a Caterpillar D5 or model of comparable size and weight, and one (1) ten-wheeled dump truck.

13. The Town shall not require Copp to perform any additional work on the Property's driveway that would not otherwise be required by the Town of Cumberland Code of Ordinances, provided that: (i) this limitation shall only apply to Copp's existing single-family home and any further development of the Property shall require the improvement of said driveway, consistent with the applicable standards of the Code; (ii) no additional processing of raw materials may occur on the Property; and (iii) existing processed materials remaining on the Property as of the date of this Consent Decree, being specifically one (1) sand pile adjacent to the Property's existing single-family home, of approximately 300 cubic yards in size ("Pile 1"), and one (1) sand pile adjacent to Pointer Way, of approximately 750 cubic yards in size ("Pile 2"), may be removed as follows: From Pile 2, Copp may (a) remove no more than 750 cubic yards of total sand, (b) on or before October 15, 2023, (c) between the hours of 8AM and 5PM, Monday through Friday, excluding holidays, and (d) over the course of no more than ten (10) removal trips per day.

14. The terms of this Consent Order do not constitute a certificate of occupancy for the single-family home currently existing on the Property.

15. Copp shall be subject to a civil penalty to be paid to the Town in the amount of **\$19,000.00**. This penalty will be suspended in whole if Copp completes the Work to the satisfaction of CCSWCD by the Completion Date.

16. Copp shall remit to the Town the amount of **\$20,000.00**, representing the reasonable attorney's fees and costs incurred by the Town in this matter. Half of this amount (**\$10,000.00**) shall be remitted to the Town within **sixty (60)** days of the date of this Consent Order, while the remaining **\$10,000.00** shall be remitted to the Town within **120 days** of the date of this Consent Order.

17. Notwithstanding the foregoing, should Copp, or their heirs or assigns, fail or refuse to comply with the requirements of this Consent Order, the Town may enforce the same by filing a Motion to Enforce Consent Order with this Court, which shall not be considered a motion for contempt, nor be subject to the procedures prescribed by M.R. Civ. P. 66. In the event that the Town is deemed to be the prevailing party following hearing on such a Motion to Enforce Consent Order, Copp shall be liable to the Town for: (i) the suspended civil penalty of \$19,000.00 described in Paragraph 15, above, (ii) an additional civil penalty of an amount to be determined by this Court, (iii) the Town's costs and attorney's fees incurred in enforcing this Consent Order, and (iv) any additional relief that this Court may deem just under the circumstances.

18. Should Copp, or their heirs or assigns, fail or refuse to pay the sums specified in Paragraphs 11, 15, and 16 by the deadlines specified therein, the Town may obtain a writ of execution for the Property for the remaining amounts outstanding under the terms of this Consent Order upon the submission of an affidavit from the Town's Treasurer setting forth such remaining amounts outstanding. The Clerk is hereby authorized and directed to issue a writ of execution upon receipt of such affidavit.

19. Consistent with the authority provided by state law, 30-A M.R.S. § 4452(1), upon no less than twenty-four (24) hours' advance notice, the Town's Code Enforcement Officer (the "CEO") may enter the Property, excluding any buildings thereon and their curtilage, at reasonable hours and with reasonable frequency to inspect the Property for compliance with laws or ordinances

that the CEO is empowered to enforce, including but not limited to the Town of Cumberland Code of Ordinances. Notwithstanding the foregoing, the final inspection and approval of the Work, as defined in this Consent Order, shall be performed by CCSWCD.

20. This Court shall retain jurisdiction over this matter until July 1, 2024.

21. This Consent Order shall be incorporated by reference on the Docket pursuant to M.R. Civ. P. 79(a).

DATE: _____

Justice, Maine Superior Court

ITEM

22-056

To hold a Public Hearing to consider and act on a Contract Zone Agreement for The Grange at Longwoods, as recommended by the Planning Board

**TOWN OF CUMBERLAND, MAINE
PLANNING BOARD NOTICE OF DECISION**

Date: February 16, 2022

To: William Shane, Town Manager

From: Carla Nixon, Town Planner

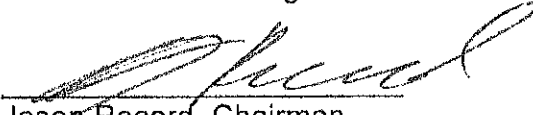
Re: Public Hearing: Recommendation to the Town Council for a proposed Contract Zone Agreement with Synergosity LLC, for The Grange at Longwoods; 76 Longwoods Rd., Tax Assessor Map R03, Lot 13 and Map R03, Lot 6A, in the Rural Residential Zoning District 1 (RR 1).

This notice is to advise you that on Tuesday, February 15, 2022, the Planning Board held a Public Hearing to solicit comment on providing a recommendation to the Town Council for a proposed Contract Zone Agreement with Synergosity, LLC, for The Grange at Longwoods. The Board voted unanimously to recommend approval of the proposed Contract Zone Agreement with Synergosity, LLC, for The Grange at Longwoods subject to a request that the Town Council review and consider the comments made by the Planning Board tonight.

Planning Board comments included but were not limited to, limiting the number of rooming units allowed in the proposed second residential structure, adding language to indicate that the animals and crops allowed are the same as what is allowed in the underlying zone (unfettered marijuana growing was one concern with the current verbiage), adding language to specify that indoor amplified music is allowed until 11:00 pm and outdoor amplified music is allowed until 10:00 pm, and potentially defining timeframes more clearly with limits. Further to these specific concerns raised, in general, most concerns revolved around the potential of creating unintended consequences with unneeded or duplicate verbiage in the CZA. Being that the CZA will supersede the underlying RR1 zoning if there is a conflict, even copying language from the current RR1 zoning may create a problem if the RR1 verbiage is changed in the future. Understanding that this property exists in RR1 but needs special use exceptions for the project to proceed, we would recommend, wherever possible, to only define the exceptions needed and let all other matters fall to the underlying zoning in perpetuity, with the addition of possible time limits for any exceptions as well.

The consensus was this is likely to be a project that will be very good for our town and aligns well with our comprehensive plan. The concerns raised were not necessarily of the project in front of us now but one that may be in the future with a different owner of the property, and the unintended consequences of a CZA which is potentially broader than necessary or intended.

Cumberland Planning Board


Jason Record, Chairman

CONTRACT ZONING AGREEMENT
BY AND BETWEEN THE TOWN OF CUMBERLAND
AND
SYNERGOSITY LLC
RELATING TO THE GRANGE AT LONGWOODS
76 LONGWOODS ROAD

This Contract Zoning Agreement is entered into this _____ day of _____, 2022 by and between the TOWN OF CUMBERLAND, MAINE, a municipal corporation (“Town”) and SYNERGOSITY LLC, (the “Owner”), a Maine limited liability company with a business address of 173 Spurwink Road, Scarborough, Maine 04074, its successors and assigns, pursuant to 30-A M.R.S. §4352 (8) (the “Statute”), which governs conditional and contract re-zoning in Maine municipalities, and Section 315-79 of the Cumberland Zoning Ordinance (the “Zoning Ordinance”), which sets forth the Town’s Contract Zoning standards, conditions and procedures.

WHEREAS, the land subject to this Agreement (the “Premises”) is comprised of 61.56 acres +/- located on the westerly side of Longwoods Road (Route 9) and consists of two tax parcels: a parcel approximately 42 acres in size and designated on the tax maps as Map R-03, Lot 13, which is improved with a circa 1870 farmhouse and barn, and a parcel approximately 19 acres in size and designated on the tax maps as Map R-03, Lot 6-A, which is undeveloped land, and

WHEREAS, the Owner’s title to the Premises is derived from a deed from Daniel F. Villacci and Marianna Villacci to Synergosity LLC dated September 3, 2021 and recorded in the Cumberland County Registry of Deeds in Book 38626, Page 268, a copy of which is attached hereto, marked as Exhibit A, and

WHEREAS, the Premises are depicted on a plan attached hereto, marked as Exhibit B, and

WHEREAS, the Premises are located in the Rural Residential 1 (RR1) Zone, and

WHEREAS, the Owner wishes to develop the Premises as a mixed-use project (the “Project”) to include residential, agricultural, commercial and recreational uses, with a significant conservation component, and

WHEREAS, the conservation component of the project will provide long-term protection for nearly 90% of the Premises through an agricultural Conservation Easement (the “CE”)

granted to Maine Farmland Trust (“MFT”), a copy of which is attached hereto, marked as Exhibit C¹, and

WHEREAS, MFT will eventually transfer the Holder’s responsibilities under the CE to the Chebeague and Cumberland Land Trust (“CCLT”), which will supplement CCLT’s other conservation holdings in the Town, and

WHEREAS, the CE provides for agricultural use of the Conservation Area, consisting of approximately 51 acres of cropland, pasture, hayfields and woodlands and a three-acre Farmstead where the existing farmhouse, barn and related infrastructure are located, and

WHEREAS, ideally, a farmer (the “Farmer”) will enter into a long-term lease arrangement with the Owner to farm the land, and

WHEREAS, the existing residence within the Farmstead may house the Farmer and his or her family or be modified to provide housing for farm workers, and

WHEREAS, the Conservation Parcel has favorable topography and soils composition for the Project’s uses, including growing and on-site sale of vegetables and other agricultural products by the Farmer, and

WHEREAS, potential also exists for a year-round farmers market, a farm-based retail use, on either the Developed Area (defined below) or in the Farmstead portion of the Conservation Area and

WHEREAS, the commercial component of the project will occur on the seven +/- acres of the Premises (the “Developed Area”) and include a restaurant and event space to be known, for the purposes of this document, as the Grange Hall Pub (the “Grange Hall”) and possibly a year-round farmer’s market, as noted above, and

WHEREAS, the Developed Area also may be the site of a second residence to supply housing for either the Farmer, farm staff or the Grange Hall operator, and

WHEREAS, the existing residence and barn on the Conservation Area and all structures within the Developed Area will be set back at least 400 feet from existing structures on abutting parcels, and

WHEREAS, the contemplated recreational uses associated with the Project include but are not limited to hiking, cross-country skiing, exterior sculpture display, disc golf and may include establishment of a spur trail connecting to the Town’s existing trail system, and

¹ On January 1, 2022, the Developer and MFT entered into a purchase and sale contract that calls for the Developer to convey a CE covering approximately 54 acres of the Premises to MFT. A summary of the terms of the planned CE is attached hereto, marked as Exhibit C. The closing on sale of the CE will have occurred before the Town Council votes on this CZA, so the CE itself will be attached to the final version as Exhibit C.

WHEREAS, the proposed trails, exterior sculpture and Grange Hall will be significant cultural enhancement to the residents of Cumberland, and

WHEREAS, the preservation of the rear portion of the Premises, which has frontage on the East Branch of the Piscataqua River, will provide an important regional benefit for the environment, and

WHEREAS, this proposal will protect a significant traditional rural, agricultural viewshed along Longwoods Road, as is more particularly shown on Exhibit D hereto, and

WHEREAS, the Project advances land use objectives consistent with the Comprehensive Plan, including economic development (by promoting sustainability and encouraging businesses that allow residents to more easily obtain basic goods and services as well as social places where residents can gather together), tax fairness (the non-residential aspects of the development will shift some of the municipal tax burden from residential to commercial taxpayers), enhancement of recreation and open space (through preservation of open fields and vistas, and use and expansion of trail networks that will help promote active and healthy lifestyles), protection of natural resources (including wetlands, plant habitat and native wildlife), preservation and continued use of agricultural land, and the production and harvest of locally produced food, and

WHEREAS, in order for the Project to be financially feasible for the Owner and for all applicable code requirements to be met, certain agreements are required with respect to use of the Premises, and the relative applicability of design standards and performance standards set forth in the Zoning Ordinance, and

WHEREAS, the Town and the Developer desire to enter into a Contract Zoning Agreement for the Premises, subject to the terms and conditions set forth herein.

NOW, THEREFORE, pursuant to 30-A M.R.S. §4352 (8) and Section 315-79 of the Zoning Ordinance, as amended, the Cumberland Town Council hereby finds that this Contract Zoning Amendment:

- A. is consistent with the Comprehensive Plan duly amended adopted by the Town of Cumberland through its Town Council on March 24, 2014;
- B. establishes a Contract Zone area that would be in harmony with the existing and permitted uses in the original zone of the area involved;
- C. only includes conditions and restrictions which are related to the physical development and future operation of the Project, and
- D. imposes conditions and restrictions that are necessary and appropriate for the protection of the public health, safety and general welfare of the Town.

In furtherance of these common goals, the parties agree as follows:

I. Establishment of the Contract Zone

The Town hereby agrees that the Premises as described herein shall be a contract zone (the “Contract Zone”) pursuant to the provisions of 30-A M.R.S. §4352(8) and Section 315-79 of the Zoning Ordinance. Except as expressly modified or otherwise stated herein, the Premises shall be subject to the provisions and requirements of the underlying RR1 Zoning District, as the same may be amended from time to time, together with all applicable lot and general requirements not modified hereby.

II. Description of the Land and Permitted Uses

A. The Conservation Area comprises approximately 54 acres of the total 61.56 acre parcel. Its use is limited by the CE, a copy of which is attached to this Agreement, marked as Exhibit C. Under this Contract Zone Agreement, the following uses and structures are permitted anywhere within the Conservation Area:

1. The production, keeping or maintenance for sale or lease of plants and/or animals, including but not limited to forage and sod crops, grains and seed crops, dairy animals and dairy products, poultry and poultry products, livestock, fruits and vegetables, and ornamental and greenhouse products.
2. Construction of additional or replacement agricultural infrastructure, including but not limited to storage sheds, tool barns, hoop houses, raised garden beds and irrigation systems, with the size, number and location of any structures within the Viewshed to be subject to approval by the Planning Board during Site Plan Review.
3. Outdoor sculpture installations.
4. Active recreation such as hiking and cross-country skiing, and passive recreation such as picnicking and landscape painting.

B. The following uses are permitted, but not within the portion of the approximately 9-acre portion of the Conservation Area that has frontage on and is adjacent to Longwoods Road (the “Viewshed”), which is delineated on Exhibit D hereto:

1. Residential use of the existing farmhouse or any replacement thereof and any associated barn and other infrastructure.
2. A seasonal or year-round farmer’s market or farm store.
3. Timber harvesting and associated forest management activities.
4. Temporary sawmills, if sited so as not to be visible from Longwoods Road.

5. Solar panels and low-impact wind turbines to generate electricity primary for on-site use, if sited so as not to be visible from Longwoods Road.

6. Recreational trails, whether or not connected to existing trails on abutting parcels.

7. Uses and buildings accessory to those above.

C. All uses permitted by the CE, but not expressly permitted under this Contract Zone Agreement are not permitted in any location on the property without amendment of this Contract Zone Agreement pursuant to the process set forth in Chapter 315-79 of the Cumberland Code of Ordinances.

D. The Developed Area is comprised of approximately seven (7) acres in the location shown on Exhibit B. Under this Contract Zone Agreement, the following uses and structures are permitted within the Developed Area:

1. For one (1) year after the Planning Board grants Site Plan review approval of the Project, two (2) food trucks or similar temporary or mobile outdoor food preparation facilities and one (1) beverage cart may serve food and beverages, including alcoholic beverages. Upon application, the Town Council shall have the authority to extend the right of the Developer to operate food trucks for additional time periods.

2. Temporary standalone tents and tent-like structures, equipped with tables and chairs to provide seating for customers, provided such tents are located so as not to be significantly visible from Longwoods Road. For the purpose of this provision, “temporary” shall mean such tents are allowed (a) during the period where mobile outdoor food preparation facilities are being used and (b) on an occasional, short-term basis for special events such as weddings.

3. A full-service restaurant and bar known as the Grange Hall, which will include a pub/restaurant, a special event room, and an outdoor terrace and porch. Use of an awning to allow use of the terrace and porch in inclement weather is permissible. The architectural style of the Grange Hall shall be consistent with those found on Maine farms.

4. Musical and other entertainment, indoors and outdoors, provided that a special amusement permit is obtained in accordance with Chapter 13 of the Town Code. Amplified music shall only be allowed during the hours of 10:00 a.m. and 10:00 p.m.

5. Private special events (e.g., weddings, birthday parties, family reunions, corporate outings, meetings for non-profit organizations) where food and beer, wine and spirits may be served, and live music may be provided.

6. Indoor and outdoor events for the general public such as art receptions, educational tours, lectures on wildlife and local flora, bird watching tours, disc golf competitions and sculpture garden tours. For outdoor special events where large crowds are anticipated, a Mass Gathering Permit shall be obtained in advance pursuant to Chapter 162 of the Town Code.

7. Art exhibits, including outdoor sculpture installations.

8. A new residential structure to be occupied either by the Farmer, farm employees or the operator or staff of the Grange Hall. Such residence may be a single-family residential dwelling unit or a lodging house containing two or more rooming units and common areas to provide housing for employees of the farm or Grange Hall. The architectural style of the new residence shall be consistent with typical Maine farmhouses.

9. Parking areas for uses allowed on the Premises. All parking areas shall be gravel except that seasonal parking may be permitted on grass within the Developed Area to allow for additional parking for special events.

10. Septic systems to support the structures on the Developed Area.

11. Drilled wells to support the structures on the Developed Area and to provide irrigation for agriculture within the Conservation Area.

12. Exterior sculpture installations.

13. Recreational trails and trailheads.

14. Home occupations and home-based occupations.

15. Uses and buildings accessory to those above.

III. Access

Access to the Premises shall be over an existing 20-foot-wide driveway that runs westerly from Longwoods Road for a distance of approximately 1,100 feet. The existing driveway may be extended to provide access to the Developed Area and pull-outs will be created to allow for vehicles headed in opposite directions to pass each other. To preserve the rural farm style aesthetic of the Premises, driveways and parking areas will be non-paved gravel surfaces. All disturbed acreage shall be managed in compliance with local, state, and federal ordinances, codes and statutes.

IV. Utilities

The existing overhead power and telecommunication lines shall be maintained in substantially their current location and may be extended as necessary to provide power to both the Conservation and Developed Areas. Waste disposal shall be via a subsurface septic system to

be constructed and maintained in accordance with State and Town codes and ordinances. Water shall be sourced from an underground well to be constructed and maintained in accordance with State and Town codes and ordinances.

V. Signage

Signage shall be permitted in accordance with Section 315-63 of the Town Code.

VI. Lighting:

There shall be no lighting on the Conservation Area except around the buildings in the Farmstead portion. All such lighting, as well as the lighting in the Developed Area, shall be fully shielded, downward-facing and shall be placed on motion detectors from the hours of 11:00 p.m. to 7:00 a.m.

VII. Division of Premises

The Owner shall be permitted to divide the Premises once in the course of transferring the Conservation Area or the Developed Area to third parties. Any such division shall be of the whole of the Conservation Area or the whole of the Developed Area, as the case may be, and all of the provisions of this Agreement shall bind the future owners.

VIII. Design Restrictions and Standards

1. There shall be no required street frontage, given the location of the existing building and proposed buildings and the size of the Premises.

2. As all of the development will be clustered on a ten (10) acre portion of the Premises (the Developed Area being 7+/- acres and the Farmstead portion of the Conservation Area being 3 +/- acres), required front, rear and side setbacks shall be fifteen (15) feet, both between buildings within the Developed Area the Farmstead portion of the Conservation Area, and as between the Developed Area and the Conservation Area.

SUBJECT TO THE TERMS HEREIN, THE CUMBERLAND PLANNING BOARD SHALL HAVE REVIEW AUTHORITY UNDER THE APPLICABLE PROVISIONS OF THE CUMBERLAND SITE PLAN AND ZONING ORDINANCES TO IMPOSE CONDITIONS OF APPROVAL PURSUANT TO SAID ORDINANCES RELATING TO DEVELOPMENT AND CONSTRUCTION OF THE PROJECT DESCRIBED HEREIN.

IX. Miscellaneous Provisions

A. Survival Clause The terms and conditions of this Agreement shall run with the land and be binding upon and insure to the benefit of the respective successors, heirs and assigns of the parties hereto except as specifically set forth herein. This Agreement shall not be assignable without the prior approval of the Cumberland Town Council, provided, however, that the Developer may assign this Agreement without such approval to a corporate entity or limited

liability company solely owned and organized by the Developer for the purpose of developing the project. A true copy of this Agreement shall be recorded in the Cumberland County Registry of Deeds.

B. Further Assurances. In order to effectively and properly implement this Agreement, the parties agree to negotiate in good faith the terms and conditions of such further instruments and agreements as may be reasonably necessary from time to time to give effect to this Agreement.

C. Governing Law. This contract is entered into in the State of Maine and shall be governed by and enforced in accordance with the laws of the State of Maine.

D. Binding Covenants. The above-stated restrictions, provisions and conditions are an essential part of this contract and shall run with the subject premises, shall bind the interest therein, and any party in possession or occupancy of the Premises or any part thereof, and shall inure to the benefit of and be enforceable by the Town, by and through its duly authorized representatives.

E. Amendment. This Agreement may be amended only by written agreement of the parties.

F. Severability. In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any value lost because of the elimination of such clause or clauses.

G. Enforcement. The Town shall have the ability to enforce any breach of this Agreement or any other violation of the Zoning Ordinance through the provisions of 30-A M.R.S. §4452. In the event that the Developer fails to develop the Property in accordance with this Agreement, or in the event of any other breach of any condition set forth in this Agreement, the Town Council shall have the authority, after hearing, to resolve the issue resulting in the breach or the failure to develop or operate in accordance with the requirements of this Agreement. The resolution may include a termination of this Agreement by the Town Council and a rezoning of the Property to the prior or any successor zoning districts. In such an event, the Property shall then be used only for such uses as are allowed by law.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of the day and year first above written.

WITNESS

TOWN OF CUMBERLAND

By: _____
William R. Shane, Town Manager

WITNESS

SYNERGOSITY LLC

By: _____
Alexander Timpson, Manager

STATE OF MAINE
CUMBERLAND, ss

Date:

Then personally appeared the above-named William R. Shane, in his capacity as Town Manager of the Town of Cumberland, and acknowledged the foregoing instrument as his free act and deed in such capacity, and the free act and deed of said Town

Before me,

Notary Public/Attorney at Law

Printed Name

Commission Expires:

STATE OF MAINE
CUMBERLAND, ss

Date:

Then personally appeared the above-named Alexander Timpson, in his capacity as Manager of the Maine limited liability company known as Synergosity LLC and acknowledged the foregoing instrument as his free act and deed in such capacity, and the free act and deed of said Company.

Before me,

Notary Public/Attorney at Law

Printed Name

Commission Expires:

AGRICULTURAL CONSERVATION EASEMENT

Cumberland, Maine

THIS AGRICULTURAL CONSERVATION EASEMENT is made this 4th day of MAY, 2022, by and between **SYNERGOSITY LLC**, a Maine limited liability company with a mailing address of 173 Spurwink Road, Scarborough, ME 04074 (hereinafter referred to as the “**Landowner**,” which word is intended to include, unless the context clearly indicates otherwise, the above-named above-named entity, its successors and assigns), and **MAINE FARMLAND TRUST, INC.**, a non-profit corporation organized under the laws of the State of Maine with its principal place of business in Belfast, Maine and having a mailing address of 97 Main Street, Belfast, ME 04915 (hereinafter referred to as “**Holder**”, which word is intended to include, unless the context clearly indicates otherwise the above-named Holder, its successors and assigns). The Landowner and Holder are collectively referred to as the “Parties”.

1. PROJECT NAME. Longwoods Farm

2. RECITALS.

WHEREAS, Landowner is the owner in fee simple of certain agricultural real property comprising approximately fifty-four (54) acres in the **Town of Cumberland**, County of Cumberland, State of Maine, more particularly described in Exhibit A and depicted on Exhibit B, both attached hereto and made a part hereof by reference, and referred to in this document as the “Property.”

WHEREAS, Holder is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter the “Code”), and meets the requirements of Section 509(a)(2) of the Code. Holder is a “qualified organization,” as such term is defined in Section 170(h)(3) of the Code, and is qualified to hold conservation easements under the laws of the State of Maine.

WHEREAS, the Property has the following **Agricultural Conservation Values**:

- 1) Approximately fifty (50) percent of the soils have been identified by the Natural Resources Conservation Service (“NRCS”) as “prime soils,” “soils of statewide importance,” “soils of local importance,” or “unique soils” (“**Agricultural Soils**”).
- 2) Approximately fourteen (14) acres of the Property are currently maintained as open fields and available for cultivation and forage crops, and said open fields are currently being used for hay production.

- 3) Approximately thirty-four (34) acres of the Property are maintained as productive forest vegetation and are currently being used for personal use.
- 4) The Property has access to adequate groundwater through a single functioning drilled well. The Property also has access to surface water in the form of the East Branch of the Piscataqua River, which flows along the Property for approximately one thousand seven hundred (1,700) feet.
- 5) The Property is a farm in the State of Maine, many of which have ceased to exist in Maine and throughout New England due to increased development pressures and a variety of other social, economic, and global forces, the protection of which shall conserve productive agricultural land in Maine and prevent the conversion of said land to non-agricultural development. The Property has been operated continuously as a farm for approximately 50 years alternately raising beef cattle and various crops.

WHEREAS, the Property has the following **Additional Conservation Values**:

- 1) The Property includes a public recreational trail within the Trail Corridor, designated by this conservation easement, that provides opportunity for low-impact outdoor recreation, including but not limited, to nature study, snowshoeing, cross country skiing, and hiking;
- 2) The Property includes approximately one thousand seven hundred (1,700) feet of frontage along the East Branch of the Piscataqua River and approximately six (6) acres of ecologically important riparian floodplain adjacent to the East Branch of the Piscataqua River

WHEREAS, the Comprehensive Plan of the Town of Cumberland, adopted in 2009 and updated in 2014, outlines as a planning goal “To encourage the preservation of land that is suitable for agricultural and forestry uses”, and the statement “No longer is agricultural/farmland preservation just about keeping open space for visual enjoyment and for limiting the impact of development on the town’s budget; it may be that communities will one day need these lands to produce food once again. This combined with the desirability of growing food close to where it will be consumed, is a key tenet of the sustainability movement.”

WHEREAS, the grant of this Agricultural Conservation Easement (the “Easement”) will provide a significant public benefit by serving the following conservation purposes:

- 1) As set forth in Section 170(h)(4)(A) of the Code, the preservation of open space, including farmland, pursuant to the following clearly-delineated governmental conservation policies:
 - a. The Farmland Protection Policy Act, 7 U.S.C. §§ 4201-09, the purpose of which is “to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent practicable, will be compatible with State, unit of local government, and private programs and policies to protect farmland”;
 - b. The Maine Conservation Easement Act, 33 M.R.S. §§ 476-9-B (the “Maine Conservation Easement Act”) which provides for permanent protection of real

property, the purposes of which include ensuring its availability for agricultural and forest use;

- c. The Maine Farm and Open Space Tax Law, 36 M.R.S. §§ 1101-21, which confers preferential property tax treatment for property that owners keep undeveloped and in productive farm use or as important open space;
 - d. Section 153 of the Maine Agricultural Protection Act, 7 M.R.S. § 153, which declares that farm operations are not a common law nuisance when operated in compliance with state and federal laws;
 - e. The Maine Tree Growth Tax Law, 36 M.R.S. §§ 571-84-A, which confers a partial property tax exemption for land which owners manage for timber harvesting; and
- 2) Preserving the traditional farming and forestry heritage and rural character of the Town of Cumberland.
 - 3) Preventing the conversion of farmland to nonagricultural uses that would reduce or destroy the Property's agricultural and forest productivity; and
 - 4) Ensuring that the Property remain available for commercial agriculture and forest management consistent with conserving the agricultural productivity, Agricultural Soils, and other Conservation Values of the Property.

WHEREAS, the current use of the Property and its existing improvements are consistent with the foregoing conservation purposes;

WHEREAS, the Agricultural Conservation Values and Additional Conservation Values of the Property (said Agricultural Conservation Values and Additional Conservation Values are referred to jointly herein as the **Conservation Values**) are documented in a **Baseline Documentation Report**, signed and acknowledged by the Landowner and Holder, establishing the baseline condition of the Property at the time of this grant and including maps, photographs and other documentation; and

WHEREAS, the Landowner and Holder have the common purpose of conserving the above-described Conservation Values of the Property, as more fully set forth herein, in perpetuity, by voluntarily placing restrictions upon the use of the Property and by providing for the transfer from the Landowner to the Holder of affirmative rights for its protection in perpetuity, with the intention that the grant of such restrictions qualify as a "qualified conservation contribution" as that term is defined under Section 170(h)(2)(c) of the Code and qualify as a "Conservation Easement" under the Maine Conservation Easement Act.

3. WORDS OF CONVEYANCE.

NOW, THEREFORE, in consideration of the foregoing recitals and conservation purposes, the Landowner does hereby GRANT partly for consideration paid and partly as a gift to the Holder,

with QUITCLAIM COVENANT, this Easement on, over, under and across the Property, consisting of the following terms, covenants, restrictions and affirmative rights, including an option to purchase at agricultural value, granted to Holder, which shall run with and bind the Property in perpetuity.

TOGETHER WITH a right of way for vehicular, pedestrian, and aerial access to the Property as necessary or appropriate to exercise Holder's rights hereunder, over any and all rights-of-way and roads owned by Landowner or over which Landowner has or shall have rights of access to the Property, as may be more particularly described in Exhibit A.

4. CONSERVATION PURPOSES.

The primary purposes ("Primary Conservation Purposes") of this Easement are to enable the Property to remain in agricultural use by preserving and protecting its Agricultural Soils, other Conservation Values, and agricultural viability and productivity. Except as specifically permitted herein, no activity which shall significantly diminish or impair the actual or potential agricultural use of the Property shall be permitted.

5. DEFINITIONS

The terms set forth in this Section 5 shall have the following meanings for the purposes of this Easement:

5.1. Agriculture and Agricultural Activities – "Agriculture" and "Agricultural Activities" shall mean:

5.1.1. The raising, keeping, production, and harvest of crops, livestock, and livestock products, together with the processing, storage or on-farm marketing of those crops and livestock products. For purposes hereof, crops, livestock and livestock products include, but are not limited to:

- (a) pastureland;
- (b) field crops;
- (c) fruits, nuts and berries;
- (d) vegetables;
- (e) horticultural specialties (including but not limited to seeds, nursery stock, ornamental shrubs, ornamental trees, Christmas trees and flowers);
- (f) livestock and livestock products (including but not limited to, horses, cattle, chickens, alpaca, sheep, swine, goats and other animals that produce meat, dairy, fibers or other products or that are used to work the farm);
- (g) timber, wood, maple sap and other wood products derived from trees;
- (h) hydroponics and hydroponic crops; and
- (i) aquatic plants and animals and their byproducts.

The terms Agriculture and Agricultural Activities are intended to be broadly interpreted to include most endeavors that produce materials useful to mankind from biological processes involving soil, water, and sunshine in a way that will not compromise the opportunities of future

generations to continue producing such materials on a sustained basis. As new practices come into being over the years, they are to be permitted as long as they fit the broad definition of Agriculture and Agricultural Activities set forth above.

5.1.2. Agriculture and Agricultural Activities shall also include the following associated uses which are customary, supportive, and agriculturally compatible in Maine:

- A. Structures associated with the production of energy for use principally on the Property and abutting land of Landowner, including Renewable Energy, wood and fossil fuel systems;
- B. Structures and surface alterations for the storage and treatment of animal waste;
- C. The operation, management, conservation, improvement or maintenance of a farm and its buildings, tools and equipment;
- D. Structures and facilities associated with irrigation, farm pond impoundment and soil and water conservation and the construction, operation or maintenance of ditches, canals, reservoirs or waterways used exclusively for agricultural purposes;
- E. Composting and other soil enhancement activities; and
- F. The lawful onsite disposal of animals and agricultural products raised or housed on the Property pursuant to activities permitted herein.

5.1.3. Agricultural Activities shall include Forest Management, as defined below. However, Forest Management shall be undertaken in accord with Section 6.2.3 below.

5.2. Additional Conservation Values. The public recreational access within the Trail Corridor, the approximately one thousand seven hundred (1,700) feet of frontage along the East Branch of the Piscataqua River, and approximately six (6) acres of ecologically important riparian floodplain adjacent to the East Branch of the Piscataqua River, as set forth in Section 2 above.

5.3. Agricultural Conservation Values – The Agricultural Soils, open fields, productive forest vegetation, and water sources, as set forth in Section 2 above, that make the Property suitable for Agricultural Activities.

5.4. Agricultural Soils – soils identified by the Natural Resources Conservation Service (“NRCS”) as “prime soils,” “soils of statewide importance,” “soils of local importance,” or “unique soils.”

5.5. Agritourism – Agricultural Activities carried out on the Property that members of the general public are allowed to view or participate in for enjoyment or educational purposes. Agritourism includes, but is not limited to, “harvest-your-own” activities, hay rides, farm tours, and attractions related to Agricultural Activity.

5.6. Access - A private driveway, private road, or right-of-way from public roadways to the permitted Farmstead Area and the structures located therein.

5.7. Accessory Structures - “Accessory Structures” for a new or existing Dwelling means structures such as sheds, garages, and studios, that are customarily incidental and subordinate to the Dwelling. Such structures may include or contain integrated or separate guest housing; studios; workshops; flagpoles; gazebos; generator sheds; improvements for fresh water supply outbuildings; garages; outdoor furniture; recreational structures such as swimming pools, hot tubs, and basketball hoops; and ornaments.

5.8. Agricultural Structures— Permanent structures used primarily for the support of Agricultural Activities and not to be used for human habitation except as provided in Section 6.2.12.C(iv) below.

5.9. Approval or Approval of Holder—Holder's official agreement or acceptance that meets the requirements set forth in Section 8.2.

5.10. Area Square Footage — The total floor area on all stories of a structure (except as limited below) as measured from the exterior of the exterior walls. The Area Square Footage shall include the floor area of any attached garages or sheds or other enclosed structures, but shall not include un-enclosed porches or decks. Area Square Footage shall not include floor area at the basement level or any unfinished crawl spaces.

5.11. Baseline Documentation Report — The report prepared pursuant to Section 10 below that documents the use and state of improvement of the Property at the time of execution of this Easement.

5.12. Best Management Practices - Guidelines or minimum standards recommended by federal, state or county resource management agencies and universities for proper farming and forestry operations, with the goal of limiting non-point pollution of water resources and other disturbances of soil, water, and vegetative resources and to protect wildlife habitats.

5.13. Clear (for Forest Management purposes)- The removal of all or substantially all trees and shrubs with an average diameter at breast height of 2 inches or larger, where the length or width of the cleared area generally exceeds the average height of mature trees in the immediate vicinity.

5.14. Conservation Values — The Agricultural Soils, open fields, productive forest vegetation, and water sources that make the Property suitable for Agricultural Activities as well as the public recreational trail within the Trail Corridor, the approximately one thousand seven hundred (1,700) feet of frontage along the East Branch of the Piscataqua River, and approximately six (6) acres of ecologically important riparian floodplain adjacent to the East Branch of the Piscataqua River, as set forth in Section 2 above.

5.15. Customary Rural Enterprises - Commercial enterprises that are ancillary to and compatible with Agriculture, including, but not limited to farm machinery repair, small-scale farm wineries, cafes, and shops.

5.16. Customary Rural Enterprise Structures — Non-dwelling structures used primarily for Customary Rural Enterprise.

5.17. Dwelling - A structure or self-contained portion thereof designed or used for human habitation (including associated wells and subsurface wastewater disposal systems) including accessory apartments for household guests or employees and a home occupation or professional office for the occupant as allowed by law.

5.18. Farm Road — A passable roadway, surfaced in accordance with the limitations set forth in Section 6.2.9, that is suitable for Agriculture and Forest Management equipment and uses reasonably related to the activities permitted to Landowner hereunder.

5.19. Farmstead Area - That approximately three (3) acre portion of the Property within which the current Dwelling and Agricultural Structures are situated and where new structures may be built as permitted in Section 6.2.12.C and which is depicted on the map attached hereto as Exhibit B and identified in the Baseline Documentation Report.

5.20. Farm Support Housing – Dwellings used to house farm guests, tenants and farm workers.

5.21. Footprint - The ground surface space occupied by a structure, including, but not limited to, garages and closed and unenclosed porches and decks, as measured as a product of the outermost width and length dimensions.

5.22. Forest Management - The planting, growing, cultivation, stocking, and cutting of trees and other forest products, including the following: timber cruising; resource evaluation; herbicide, pesticide and fertilizer application; timber stand improvement; pruning; forest harvesting; forest products transportation; natural and artificial regeneration of forest stands; maple sugaring; other substantially similar and associated activities; the processing and production of firewood and forest products harvested primarily on the Property; and the construction, creation, use and maintenance of Farm Roads, skid trails and winter haul roads, turnouts, timber landings and crossings of flowing waters for such purposes.

5.23. Forest Management Plan – A written plan meeting the requirements set forth in Section 6.2.3. below.

5.24. Holder – Maine Farmland Trust, Inc., its successors and assigns.

5.25. Home-Based Enterprises - Business activities that are ancillary to and compatible with Agriculture and are carried out by or at the direction of Landowner primarily from Dwellings located on the Property and within the Farmstead Area, such as a home office, an arts and crafts studio, a bed and breakfast operation, or a home day care facility.

5.26. Impermeable Materials – Materials that do not allow the percolation of water through them into the soil.

5.27. Landowner – The original grantor of this Easement, referred to herein as Landowner, and all successors-in-interest in the property, including personal representatives, heirs and assigns.

5.28. Landowner Family – Landowner Family shall include (a) any spouse of Landowner and any persons related to Landowner by blood or by adoption to the 4th degree of kinship, together with spouses of family members, (b) a corporation, partnership or other entity which is wholly-owned and controlled by Landowner or Landowner's family, (c) any estate of Landowner or Landowner's family, and (d) all owners of a Landowner corporation, partnership, trust, or other entity who are related to each other by blood or adoption to the 4th degree of kinship together with spouses of family members.

5.29. Low Impact Recreational Activities – Low-impact uses that do not involve permanent Structures or threaten the Conservation Values of the Property, and are consistent with the Primary Conservation Purposes of the Easement, such as: exercise, sporting, and non-motorized recreational activities that are predominantly outdoor in nature, including but not necessarily limited to hunting, trapping, bird watching, biking with non-motorized bicycles, fishing, walking, hiking, running, cross-country skiing, snow shoeing, shooting, camping, horseback riding, and similar activities, and the operation of snowmobiles on lands sufficiently covered with snow or on sufficiently frozen ground. With the exception of snowmobiling as set forth above, Low Impact Recreational Activities do not include operation of dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized recreational vehicles.

5.30. Non-Essential Services – Services, such as cable and satellite television service, provided to structures as permitted herein that are not essential for the uses of the Property permitted by this Easement.

5.31. Permeable Materials – Materials that allow the percolation of water through them into the soil.

5.32. Primary Conservation Purposes – See Section 4.

5.33. Renewable Energy – Energy generated from a source that is replaced on a human timescale by natural processes. Renewable Energy sources include, but are not limited to, sunlight, wind, geothermal heat, and biological processes.

5.34. Structure – Anything constructed or erected, the use of which requires a fixed location on or in the ground, or an attachment to something having a fixed location on the ground.

5.35. Temporary Events - Temporary or seasonal activities or events that do not harm the agricultural use, future agricultural viability, and Conservation Values of the Property.

5.36. Temporary or Minor Agricultural Structure - A non-habitable structure to be used for Agricultural Activities, including without limitation, hoop houses, pole sheds and run-in sheds, and which may be constructed on poles or posts, but is without full footings, a foundation, or any facilities requiring a subsurface wastewater disposal system, and construction of which only requires minor grading, but not excavation, of the land.

5.37. Temporary or Minor Recreational Structure – A non-habitable structure used for Low Impact Recreational Activities, including without limitation temporary hunting blinds, tree-stands, docks, tent platforms, trail improvements such as steps, foot bridges, water bars, and railings, and which may be constructed on poles, or posts, but is without full footings, a foundation, or any facilities requiring utilities or a subsurface wastewater disposal system, and construction of which only requires minor grading, but not excavation of the land.

5.38. Trail Corridor – As depicted on Exhibit B, a designated portion of the Property to include a public recreational trail to provide opportunities for low-impact outdoor recreation, including but not limited to, nature study, snowshoeing, cross country skiing, and hiking.

5.39. Utilities – Services, such as electricity, telephone, sewer, and water, to structures as allowed herein, which are essential for the uses of the Property permitted by this Easement.

5.40. Water Rights – Water and water rights, ditches and ditch rights, springs and spring rights, reservoir and storage rights, wells and groundwater rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Property.

6. RESTRICTIONS AND RESERVED RIGHTS.

6.1. Prohibited Uses. Except as permitted in **Landowner's Reserved Rights**, any activity on, or use of, the Property that is inconsistent with the Primary Conservation Purposes of this Easement is prohibited. In addition, the following activities, acts, or uses are expressly prohibited on, over, or under the Property:

6.1.1. Division. The Property is currently comprised of one or more legal parcels as described in Exhibit A, which for purposes of this Easement shall be treated as one (1) undivided lot or parcel of land. Landowner may own the Property by joint tenancy or tenancy in common, however, except as specifically set forth in Section 6.1.1.A-C below, the division or partition of

the Property, including the recording of a subdivision plan, division, partition, partition-in-kind or any other attempt to divide the said parcel into additional legal parcels is prohibited.

A. Lease of a portion of the Property for use for Agricultural Activities shall not be considered a division of the Property for purposes of this Easement.

B. The construction of any structures on the Property as permitted herein shall not be considered a division of the Property, provided that title to said structures remains in the Landowner except as set forth in Section 6.2.1.B.

C. With prior written Approval of Holder, Landowner may record a subdivision plan for the Property or divide the Property if it is required by state or local law or regulation for the purposes of constructing the structures permitted herein, provided however, that no lot or parcel of the Property depicted on said subdivision plan or lot or parcel of the Property that resulted from its division may be conveyed separately from the rest of the Property, the title thereto must remain in Landowner, and the said depicted lots or parcels shall remain subject to the terms of this Easement.

6.1.2. Use for Development. The Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations, or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this grant shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise.

6.1.3. Prohibited Structures. The construction or placement of any structure, including buildings, tennis or recreational courts, swimming pools, landing strips, mobile homes, asphalt or concrete pavement, towers, telecommunication tower, energy generation structures, satellite dishes, billboard or advertising displays, subsurface wastewater disposal systems or any other temporary or permanent structures on, under, or above the Property is prohibited, except as may be permitted in Landowner's Reserved Rights set forth in Section 6.2 below.

6.1.4. Surface Alteration, Mining. Ditching, draining, diking, filling, excavating, dredging, mining, or drilling, removal of topsoil, sand, gravel, rock, stone walls, minerals, natural gas, fuel, or any other materials, placing of soil or other substance or material, such as land fill or dredging spoils, or any building of roads or change in the topography of the Property in any manner is prohibited, except as may be permitted in Landowner's Reserved Rights set forth in Section 6.2 below. Landowner shall not transfer, encumber, sell, lease, or otherwise separate the mineral rights from the Property.

6.1.5. Divesting of Water Rights. The Property subject to this Easement includes all Water Rights, and other rights in and to the use of water historically used on or otherwise appurtenant to the Property. Landowner shall not transfer, encumber, sell, lease, or otherwise separate the Water Rights from the Property or change the historic use of the Water Rights without the prior written Approval of Holder except as may be permitted in Landowner's Reserved Rights. Landowner shall not abandon or allow the abandonment, by action or inaction, of any of the Water Rights without the prior written Approval of Holder.

6.1.6. Dumping. No trash, refuse, vehicle bodies or parts, rubbish, debris, junk, waste, sludge, or hazardous waste, shall be placed, stored, dumped, buried or abandoned on the Property in a manner that is, or may potentially be, detrimental to the Conservation Values of the Property, except as may be permitted in Landowner's Reserved Rights set forth in Section 6.2 below.

6.1.7. Commercial and Industrial Uses. Any commercial or industrial use of the Property, is prohibited, except as may be permitted in Landowner's Reserved Rights set forth in Section 6.2. below.

6.1.8. Changes to Vegetation. Removal, destruction, or cutting of trees over 3" in diameter at breast height, is prohibited, except as may be permitted in Landowner's Reserved Rights set forth in Section 6.2 below.

6.1.9. Alteration of Water Resources. Pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, marshes, subsurface water or any other water bodies, or activities on the Property that would be detrimental to water purity, or that materially alter natural water level and/or flow in or over the Property are prohibited except as may be permitted in Landowner's Reserved Rights set forth in Section 6.2 below.

6.1.10. Recreational Vehicles. Recreational use of dune buggies, motorcycles, all-terrain vehicles, or any other types of motorized recreational vehicles, is prohibited, except as may be permitted in Landowner's Reserved Rights set forth in Section 6.2 below.

6.1.11. Subsequent Encumbrances Contrary to Purpose. Except as provided in Section 6.2.12.C(v) below, Landowner may not grant additional easements, rights of way, licenses or permits over the Property, nor increase the scope of existing easements, rights of way, licenses or permits without the prior written Approval of Holder, based on Holder's determination that said right or interest does not materially detract from the Conservation Values of the Property or impair the Primary Conservation Purposes of this Easement. The grant of any conservation easements or use restrictions that are inconsistent with the Primary Conservation Purposes of this Easement is prohibited. Placement of the Property in any current-use property tax program or classification that limits use of the Property in a way that conflicts with the Primary Conservation Purposes of this Easement is prohibited.

6.2. Landowner's Reserved Rights. Except as set forth in any provision of this Easement to the contrary, Landowner reserves all customary rights and privileges of ownership, including the right of quiet enjoyment of the Property, as well as any other rights not inconsistent with the Primary Conservation Purposes of this Easement and not specifically prohibited or limited by this Easement.

Without limiting the generality of the foregoing, the following activities and uses are hereby deemed by the Landowner and Holder to be consistent with the Primary Conservation Purposes

of this Easement, and are expressly permitted to be carried out on the Property in a manner that minimizes negative impact on the productivity of the Agricultural Soils and the other Conservation Values protected by this Easement.

6.2.1. Mortgage and Convey.

- A. The right to sell, give, mortgage, lease, devise, or otherwise convey the Property, provided such conveyance is subject to the terms of this Easement and Notice is provided to Holder as described in Section 8.2.
- B. The right to grant a security interest in any removable structure located on the Property, provided that the foreclosure and removal of said removable structure shall not materially damage the Property.

6.2.2. Agricultural Activities. The right to use the Property for Agriculture and Agricultural Activities or to permit others to use the Property for Agriculture and Agricultural Activities. Agriculture and Agricultural Activities, including Forest Management and the clearing of presently forested land for pasture or crop production, shall be conducted in a manner consistent with generally accepted Best Management Practices as those practices may be identified from time to time by appropriate governmental or educational institutions and in a manner not wasteful of soil resources or detrimental to water quality or conservation. Nothing in the foregoing shall be interpreted as relieving Landowner from conducting all Agricultural Activities in accordance with applicable law.

Notwithstanding the foregoing, activities related to Forest Management shall be subject to Section 6.2.3. below. Structures related to Agriculture and Agricultural Activities are limited and governed by Section 6.2.12 below. See Section 7.4 for the Landowner's obligation to maintain the existing fields.

6.2.3. Forest Management.

- A. The right, subject to the requirements of Sections B, C, and D below, to conduct Forest Management on the Property. All Forest Management shall be conducted, to the extent reasonably practicable, in accordance with the following goals and in a manner not detrimental to the Primary Conservation Purposes of this Easement:
 - (i) Maintaining and improving soil productivity;
 - (ii) Protecting water quality, wetlands, and riparian zones; and
 - (iii) Conducting harvest on a sustained-yield basis.
- B. Except as specifically set forth in Section 6.2.3.D below, Forest Management shall be conducted in accordance with a Forest Management Plan prepared by a licensed professional forester or by another qualified person approved in advance by Holder, and all Forest Management that requires a Forest Management Plan shall, unless otherwise approved in advance by Holder, be supervised by a licensed professional forester to ensure compliance with the Forest Management Plan. The Forest Management Plan shall have been prepared not more than ten (10) years prior to the date any harvesting is expected to commence, and a copy shall be provided to Holder. The Forest Management Plan shall include the following:
 - (i) A statement of Landowner objectives;

- (ii) Forest type map showing stands related to the prescriptions provided in the Forest Management Plan;
- (iii) A map showing soil types as determined by the USDA Natural Resource Conservation Service or its successor agency, Access roads and Farm Roads, wetlands, and surface waters;
- (iv) Prescriptions for each described stand, including commercial and non-commercial treatments;
- (v) Explanation of how wetlands, riparian areas, and soils will be protected during road construction and other soil-disturbing activities and the implementation of stand prescriptions.

C. At least thirty (30) days prior to the commencement of any Forest Management that must be conducted according to a Forest Management Plan as provided above, the Landowner shall provide written Notice to Holder of Landowner's intent to commence Forest Management activities, and shall provide the name and contact information for the licensed professional forester overseeing those Forest Management activities.

D. Forest Management activities are permitted without a Forest Management Plan for the following purposes:

- (i) To clear land as necessary for the location or construction of structures and surface alterations permitted herein;
- (ii) To control unusually damaging insects, invasive species, and diseases and to restore forested areas damaged by natural disasters, upon written recommendation of a licensed professional forester;
- (iii) To prevent personal injury and property damage;
- (iv) To create Farm Roads as permitted pursuant to Section 6.2.9. below;
- (v) To maintain the perimeter of open fields as depicted on Exhibit B or established pursuant to Section 6.2.3.D.vi below;
- (vi) To clear forested land for pasture or crop production in accordance with a Conservation Plan prepared by the USDA Natural Resources Conservation Service, or its successor, or other plan approved in advance by Holder;
- (vii) To harvest annually an amount of wood equal to the number of forested acres on the Property multiplied by 0.5 cords (or equivalent board footage), up to a maximum of fifteen (15) cords (not including any wood harvested pursuant to the exemptions listed in subsection D(i)-(vi) above), unless Holder has provided prior written approval of an amount in excess of this maximum.

6.2.4. Low Impact Recreational Activities and Recreational Motor Vehicle

Use. The right to conduct outdoor Low Impact Recreational Activities compatible with the Primary Conservation Purposes of this Easement. Landowner shall also retain the right to use and operate motorized vehicles on the Property for private, non-commercial recreational purposes, provided however, that such use shall be limited in extent and location so as minimize negative impact on productivity of the Agricultural Soils, on the public recreational use within the Trail Corridor, and on other Conservation Values of the Property.

6.2.5. Commercial Renewable Energy Generation and Communication

Systems. The right to produce Renewable Energy for commercial use or sale, together

with the right to allow use of the Property for commercial communication systems such as cellular and radio towers provided that said uses are ancillary to, and compatible with, the use of the Property for Agriculture. **However**, said uses shall be subject to the restrictions on associated structures set forth in Section 6.2.12.C(vii). All leases or sales agreements related to said uses shall be subordinate to this Easement.

6.2.6. Customary Rural Enterprises, Home-Based Enterprises, Agritourism, and Temporary Events. The right to operate and undertake Customary Rural Enterprises, Home-Based Enterprises, Agritourism, and Temporary Events provided that such activities shall have minimized negative impacts on Conservation Values protected by this Easement.

6.2.7. Necessary Vehicles. As reasonably necessary in connection with permitted uses, activities, management, and protection of the Property, the right to use and operate vehicles including, but not limited to, cars, trucks, off-road vehicles, Forest Management equipment, emergency and rescue vehicles, maintenance equipment, and other equipment.

6.2.8. Access and Paving. The right to construct, relocate on site, repair, maintain, and use Access roads and parking areas. Said Access roads and parking areas within the Farmstead Area for permitted vehicular use and parking may be paved. Said Access roads and parking areas shall, to the extent possible, be sited and constructed so as to have minimized negative impact on the Conservation Values of the Property. Paving of locations outside the Access roads, Farmstead Area may only be undertaken with prior written Approval of Holder, based on Holder's determination that said paving will have minimized negative impact on the public recreational uses within the Trail Corridor and on the productivity of the Agricultural Soils and the other Conservation Values protected by this Easement or on the agricultural viability of the Property.

6.2.9. Farm Roads and Trails. The right to construct, relocate on site, repair, maintain, and use unpaved paths, trails, Farm Roads, bridges, culverts, and gates in furtherance of the activities permitted herein only. All such paths, trails, and Farm Roads shall be constructed with Permeable Materials, including but not limited to sand, gravel, shell, rock, or crushed stone and subsurface synthetic stabilization materials and located and constructed to minimize negative impact on Agricultural Soils and other Conservation Values of the Property. With prior written Approval of Holder, Impermeable Materials may be used where necessary for erosion control in accordance with Section 6.2.10 below. Notwithstanding the foregoing, any such Farm Roads, paths, and trails within the Trail Corridor shall be limited to direct crossings of the Trail Corridor, and shall not interfere with Holder's exclusive right in Section 7.6 to establish and maintain trails within the Trail Corridor.

6.2.10. Water Resources and Erosion Control. The right to use, maintain, establish, construct, and improve wells and other water sources, water courses and water bodies within the Property solely for the uses permitted by this Easement, or for the benefit of abutting land of Landowner. Landowner may alter the natural flow of water over the Property in order to improve drainage of fields, reduce soil erosion, or improve the agricultural or forest management potential of the Property, provided such alterations are

sited and constructed to have minimized negative impact on the Conservation Values protected by this Easement, and are undertaken in accordance with any applicable Forest Management Plan or other conservation plan.

Landowner shall provide Holder with prior written Notice before undertaking any construction, reconstruction, or other improvements permitted under this Section that causes more than four-hundred (400) square feet of surface area to be disturbed. Use of Impermeable Materials (including but not limited to concrete and asphalt) other than impermeable fabrics (such as rubber pond liners) for development and maintenance of water resources and for erosion control may only be undertaken with prior written Approval of Holder, based on Holder's determination that use of said Impermeable Materials will have minimized negative impact on the productivity of the Agricultural Soils and the other Conservation Values protected by this Easement or on the agricultural viability of the Property.

6.2.11. Surface Alteration and Extraction of Sand and Gravel. The right to alter or disturb the surface of the Property, including but not limited to excavation and filling, as may be reasonably necessary to exercise the rights reserved in this Section 6.2. Landowner may extract sand and gravel from the Property, provided said extraction is: (a) only for use upon the Property; (b) limited and localized in impact, affecting no more than two (2) acres of the Property in the aggregate at any time; (c) not irretrievably destructive of the Conservation Values of the Property; and (d) only when reasonably necessary for, and incidental to, carrying out the permitted uses of the Property under this Easement. Landowner shall use all practical means to mitigate any negative impact of the extraction permitted herein on the Conservation Values of the Property.

6.2.12. Permitted Structures. The right to undertake construction, reconstruction, repair or replacement of structures on the Property *only* as provided below. All location, construction and reconstruction of structures shall be sited and constructed so as to minimize negative impact on the Conservation Values protected by this Easement. Nothing in the foregoing shall be construed to relieve the Landowner of Landowner's obligation to conduct all such construction in accordance with applicable law.

A. Fences and Walls. Existing fences and stone walls may be removed, repaired, and replaced and new fences and stone walls may be built on the Property for Agricultural Activities, to control unauthorized uses, for the security of structures on the Property, and to define boundaries, without Notice or Approval of the Holder.

B. Existing Structures. Any existing structures on the Property as of the date of the grant of this Easement are documented in the Baseline Documentation Report. Said existing structures may be repaired and replaced on their current Footprints at their current location or at a new location within the Farmstead Area without Notice or Approval of Holder. Landowner may enlarge an existing structure beyond thirty percent (30%) of said existing structure's footprint only upon Notice to Holder, and where this Easement specifies a maximum footprint for a structure, the Landowner may not enlarge said structure beyond the stated maximum footprint. Notwithstanding the foregoing, the Dwelling existing on the Property as of the date of the grant of this Easement may not be expanded beyond a maximum Footprint of 3,500 square feet Once structures are constructed pursuant to

subsection 6.2.12.C below, they shall thereafter be considered existing structures and shall be governed by this Section 6.2.12.B.

C. *New Structures.*

(i) ***Temporary or Minor Agricultural and Temporary or Minor Recreational Structures.*** Anywhere on the Property, without prior Notice to Holder, Landowner may place or construct Temporary or Minor Agricultural Structures and Temporary or Minor Recreational Structures. Such new Temporary or Minor Agricultural Structures and Temporary or Minor Recreational Structures shall not interfere with public recreational uses within the Trail Corridor.

(ii) ***New Agricultural Structures.***

(a) Within the Farmstead Area. Within the Farmstead Area, upon Notice to Holder, Landowner may construct new Agricultural Structures.

(b) Outside Farmstead Area. Landowner may construct new Agricultural Structures outside the Farmstead Area only with prior written Approval of Holder. Such new Agricultural Structures shall not interfere with public recreational uses within the Trail Corridor. Landowner shall submit a request for Approval to Holder to construct any new Agricultural Structures outside the Farmstead Area, which request shall include the reasons why locating the proposed structure within the Farmstead Area is impossible or impractical.

(iii) ***Accessory Structures.*** Within the Farmstead Area, upon Notice to Holder, Landowner may construct Accessory Structures that are appurtenant to the existing Dwelling.

(iv) ***Farm Support Housing.*** Within the Farmstead Area, upon Notice to Holder, Landowner may construct or locate new Farm Support Housing within an existing structure, including Agricultural Structures, or as a separate structure. Structures constructed for Farm Support Housing shall not exceed seven hundred fifty (750) square feet in Footprint without prior written Approval of Holder. New Farm Support Housing proposed for locations outside of the Farmstead Area may be constructed only with prior written Approval of Holder.

(v) ***Utilities, Non-Essential Services and Subsurface Wastewater Disposal Systems.*** Wires, lines, pipes, cables, or other facilities providing Utilities, Non-Essential Services, and subsurface wastewater disposal systems necessary to serve the uses and structures permitted herein may be installed, maintained, repaired, removed, relocated, or replaced, and Landowner may grant easements over and under the Property as necessary for installation of said Utilities and Non-Essential Services. Notwithstanding the foregoing, subsurface wastewater disposal systems and Non-Essential Services may not be installed to serve Temporary or Minor Agricultural Structures or Temporary or Minor Recreational Structures. To the extent possible, Utilities, Non-Essential Services and subsurface wastewater disposal systems shall be limited to the Farmstead Area and the existing Access roads on the Property.

(vi) ***Customary Rural Enterprise Structures.*** Within the Farmstead Area and with prior written Approval of Holder, Landowner may construct Customary Rural Enterprise Structures.

(vii) ***Commercial Renewable Energy and Communications Systems Structures.*** Within the Farmstead Area, upon Notice to Holder, Landowner may construct new structures for production of commercial Renewable Energy, and for communications systems as provided in Section 6.2.5. above. With prior written Approval of Holder, which shall evaluate any such request against its then-current policy for Energy Siting and Approvals, Landowner may construct such commercial Renewable Energy or communications structures outside the Farmstead Area.

(viii) ***Other New Structures.*** No other structures may be built on the Property except with prior written Approval of Holder. Holder shall require any Approved structures to be located so as to have minimal negative impact on the agricultural productivity and Conservation Values of the Property.

6.2.13 Public Recreational Uses.

A. No General Right of Public Access. Except as provided in Paragraph 6.2.13.B below, Landowner has no obligation to grant public access across the Property.

B. Limited Right of Public Access Within Trail Corridor. Within the Trail Corridor, as depicted on Exhibit B, Landowner agrees to permit, and will refrain from prohibiting or discouraging, use of the Property by the general public for daytime Low-Impact Recreational Activities, exercised in a manner that is consistent with the protection of the Conservation Values. Landowner has the right to prohibit or limit camping, night use, fires, and vehicular uses. The Trail Corridor may be adjusted upon the mutual agreement of Landowner and Holder.

Landowner shall have an obligation to establish and maintain an unpaved recreational trail for public use within the Trail Corridor. In the event that Landowner fails to meet this obligation, Holder may exercise its rights under Section 7.6 to establish and maintain the trail.

C. Recreational Immunity. Landowner and Holder claim all of the rights and protections against liability for injury to the public to the fullest extent of the law under Title 14 M.R.S. Section 159-A, et seq. as amended and successor provision thereof (the Maine Recreational Use Statute), and under any other applicable provision of law and equity.

7. HOLDER'S AFFIRMATIVE RIGHTS. To accomplish the Primary Conservation Purposes of this Easement, the following rights are conveyed to Holder, which rights shall be in addition to, and not in limitation of, any other rights and remedies available to Holder.

- 7.1.** The right to preserve and protect the Conservation Values of the Property.
- 7.2.** The right to prevent the Landowner or third persons (whether or not claiming by, through, or under the Landowner) from conducting any activity on or use of the Property that is inconsistent with the Primary Conservation Purposes of this Easement and to require Landowner or third persons to restore such areas or features of the Property that may be damaged by any inconsistent activity or use in violation of this Easement to a condition substantially similar to that which existed prior to such violation, including the removal of offending structures or vegetation.
- 7.3.** The right to enforce this Easement in the case of violation of its terms by Landowner or by third persons (whether or not claiming by, through, or under Landowner) by appropriate legal and equitable proceedings, as follows:

7.3.1. Right of Entry. Holder shall have the right to enter upon the Property, including use of aircraft and unmanned aerial vehicles over the Property, at reasonable times and upon reasonable notice for the purpose of: (1) monitoring the Property and inspecting for compliance with the terms of this Easement; (2) documenting Landowner's compliance with this easement and the condition of the Property through photographs and other forms of visual media; and (3) taking any and all actions with respect to the Property as may be necessary or appropriate, with or without order of court, to document, remedy, or abate violations hereof.

7.3.2. Right of Action. In the event that Holder becomes aware of a violation of the terms of this Easement, Holder shall give written notice, together with a description of the violation, to Landowner and request corrective action sufficient to abate such violation and restore the Property to a condition substantially similar to that which existed prior thereto. Failure by Landowner to: (1) discontinue or cure such violation within the time period reasonably specified in such notice; (2) promptly begin good faith efforts to discontinue, abate, or cure such violation where completion of such action cannot be reasonably accomplished within the specified time period and to diligently continue such efforts until completion; or (3) initiate and continue such other corrective action as may be reasonably requested by Holder, shall entitle Holder to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement seeking to:

- A. Require the restoration of the Property to a condition substantially similar to that which existed prior thereto, including the removal of offending structures;
- B. Enjoin any noncompliance by temporary or permanent injunction without the need for demonstrating irreparable harm or injury to the interests of the Holder, it being agreed that Holder will have no adequate remedy at law;
- C. Recover any damages arising from such violation or noncompliance, including damages for the loss of the Conservation Values protected by this Easement; and
- D. Recover costs as provided in Section 7.3.7 below.

Such damages, when recovered, may be applied by the Holder in its sole discretion, to corrective action on the Property.

7.3.3. Emergency Enforcement. Notwithstanding the foregoing, if Holder, reasonably and in good faith, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Holder may pursue its remedies, including an action to enjoin the violation, *ex parte* if necessary,

through temporary or permanent injunction, without prior notice to Landowner or without waiting or the period for cure to expire. Holder shall provide Landowner with such notice as is reasonably possible under the circumstances, of all actions undertaken or to be undertaken pursuant to this subsection.

7.3.4. Forbearance Not a Waiver. Any forbearance by Holder in the exercise of its rights under this Easement or its rights arising from breach of any term hereof shall not be deemed or construed to be a waiver by Holder of such term or of any subsequent breach of the same or any other term of this Easement or of any of Holder's rights hereunder. No failure, delay or omission by Holder in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver, and the Landowner hereby waives any defense of laches, prescription or estoppel.

7.3.5. Multiple Owners. Where the Property is owned by more than one Landowner, all such Landowners of the Property or portion thereof are jointly and severally liable for the violation of the terms of this Easement regardless of the form of ownership.

7.3.6. Acts Beyond Landowner's Control/Acts of Third Parties.

A. Acts Beyond Landowner's Control. Nothing contained in this Easement shall be construed to entitle Holder to bring any action against Landowner for any injury to or change in the Property resulting from causes beyond Landowner's control, including, without limitation, natural catastrophes, such as disease, pest, fire, flood, storm, and earth movement, or from any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to any person or the Property resulting from such causes.

B. Acts of Third Parties.

(i) Acts with Landowner's Authority. Landowner shall be responsible for any injury to or change in the Property resulting from acts or omissions of persons acting on behalf of Landowner, at Landowner's direction or with Landowner's permission or license, and Holder shall be entitled to proceed under Section 7.3 against Landowner for events or circumstances of non-compliance with any covenant, term, condition or restriction of this Easement resulting from such acts or omissions.

(ii) Acts without Landowner's Authority.

- (a) Landowner shall not be responsible for injury to or change in the Property resulting from acts or omissions of third parties not covered by Subsection (i) above.
- (b) Both Landowner and Holder shall have all rights and remedies existing at law or in equity to proceed against any third party damaging the Property. Landowner shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Property or that are otherwise inconsistent with the Primary Conservation Purposes of this Easement.
- (c) *Restoration Damages.* As to any claims for money damages against such third parties, Landowner shall have the primary right to proceed against third party wrongdoers for damages based on costs to restore the Property to its condition before the wrongful acts or omissions caused damage to the Property, and any damages recovered based on such costs to restore the Property shall be used, net of all legal

fees and other litigation costs attributable to the claim for damages based on restoration costs, entirely for restoration of the Property to the maximum extent possible. If Landowner elects not to proceed with any such claim against any such third party or if Landowner pursues a claim but elects not to seek money damages based on restoration costs, Holder shall be entitled to pursue such claim and to seek such damages against such third parties, and if Holder so requests, Landowner shall assign to Holder its rights to seek such money damages based on restoration costs. Any recovery of damages from such third parties based on restoration costs, after deducting all legal fees and other litigation costs attributable to the claim for damages based on restoration costs, shall be applied by Landowner to remediation of the damage to the Property. Holder shall not be entitled to carry out any such restoration, but if Holder has recovered money damages attributable to restoration costs, Holder shall pay over to Landowner the damages received net of litigation expense and Landowner shall use such funds for restoration. Holder may require Landowner to provide, at least annually, complete accountings for use of such funds.

(d) *Other Damages.* If a third party's wrongful act or omission damages the Property in ways that cannot be remedied by restoration of the Property to its condition prior to the wrongful acts or omissions, each of the Parties may pursue its own claim for damage to its adversely affected property rights and shall be entitled to whatever damages are awarded on account of that damage. In the event of an award in such a proceeding for damages to the fee interest and to the property interest represented by this Easement which award does not specify how the award is to be allocated between Landowner and Holder, the total proceeds, after deduction of each Party's litigation expenses, shall be divided in accordance with the proportionate values of Landowner's and Holder's interests on the same bases as specified in Section 11.3.3 below.

7.3.7. Costs. Recognizing that Holder is a charitable organization with limited resources and that Holder has a duty to protect the Property and property rights it holds in the public interest, in the event of a violation Landowner agrees to reimburse Holder for all reasonable costs incurred by Holder in enforcing this Easement or in taking reasonable measures to remedy or abate any violation hereof by Landowner or by a third-party acting with Landowner's authority, including without limitation the costs of investigation, negotiation, mediation, arbitration, settlement, and suit (including reasonable expert, consultant, and attorneys' fees) together with all fees and costs, including reasonable expert, consultant, and attorneys' fees related to restoration, remediation or other damage correction. Any such costs and fees reimbursements shall apply whether any formal action is filed, whether Holder is a plaintiff or defendant in a judicial or administrative action or proceeding, and regardless of whether the action is styled as a declaratory action or some other kind of action. Provided, however, that Holder agrees to reimburse Landowner for all such costs incurred by Landowner in defense of any claim or action brought by Holder in connection with any alleged violation hereof by Landowner, provided that Holder acknowledges in writing that such claim or action was, in its entirety, without merit or if an arbitrator or court of competent jurisdiction, as the case may be, affirmatively determines that Holder was acting unreasonably or frivolously in initiating a legal action to enforce this Easement.

7.4. Fields.

A. Unless otherwise agreed in writing by Holder, Landowner shall maintain the fields on the Property, as depicted on Exhibit B and described in the Baseline Documentation Report, such that they are kept open and not permitted to become forestland. Where planted with fruit or nut bearing trees, Christmas trees, other ornamental trees or shrubs, the fields shall be considered to be maintained so long as Landowner is actively managing said trees or shrubs. Indications of active management shall include, but are not limited to: mulching; fertilizing; trimming or pruning; mowing between and around trees and shrubs; culling diseased, unproductive, or unmarketable trees or shrubs; and harvesting fruits, nuts, trees or shrubs.

B. In the event that Landowner fails to maintain the fields on the Property Holder has the right to enter the Property and maintain the fields, either by periodic mowing, haying, bush hogging, or by other means mutually agreed to by Landowner and Holder. Holder may dispose of the byproducts of such operations to defray the expense of undertaking such actions. Income in excess of expenses for such maintenance operations shall be dedicated to Holder's stewardship fund. Holder shall provide Landowner written notice at least sixty (60) days prior to conducting any field management operations, should provide Landowner an opportunity to take action to maintain the fields at Landowner's own expense.

7.5. Boundaries. Holder is hereby granted the right to require Landowner to keep the boundaries of the Property and the Farmstead Area sufficiently marked to permit Holder to accurately identify their location. In the absence of such accurately marked boundaries, Holder has the right to require Landowner to commission, at Landowner's expense, a survey to determine any boundary or boundaries in question. Holder shall have the right to place small markers along the perimeter of the Property, after notice to Landowner, indicating its status as land under the conservation protection of Holder.

7.6. Trail Management Rights. Within the Trail Corridor, Holder has the affirmative right to establish and maintain a recreational trail, as well as trail improvements such as steps, foot bridges, water bars, and railings. Should Holder exercise its rights under this Section 7.6, Holder shall make all contractual arrangement for such trail work at its own cost.

8. NOTICES, APPROVALS, DISCRETIONARY CONSENT.

8.1. Method for Notice. Any notices or requests for approval required by this Easement shall be in writing and shall be personally delivered or sent certified mail, return receipt requested, or by such commercial delivery service as provides proof of delivery, to Landowner and Holder, at the following addresses, unless one has been notified by the other of a change of address or change of ownership:

To Landowner:	Synergosity LLC
	173 Spurwink Road
	Scarborough, ME 04074

At the address of the owner(s) of record as noted hereinabove or as provided by Landowner in writing.

To Holder: Maine Farmland Trust, Inc.
 97 Main Street
 Belfast, ME 04915

If the notice mailed to Holder, or to Landowner at the last address on file with Holder is returned as undeliverable, the sending party shall provide notice by regular mail to Landowner's last known address on file with the municipality of **Cumberland**, Maine; or in the case of Holder, or in the case of a corporate owner, to the address on file with the Secretary of State, State of Maine, and the mailing of such notice shall be deemed in compliance with the notice provisions of this Easement.

In addition to the methods set forth in this section 8.1, a notice or request for approval or any other communication may be sent by electronic mail or other electronic communication ("email") only if an authorized agent of the receiving party has consented to receiving notice by email at a specific address and the recipient, by an email sent to the email address for the sender or by the same email returned to the originating address for the sender, or by a notice delivered by another method in accordance with this section 8.1, acknowledges having received that email. An automatic "read receipt" shall not constitute acknowledgment of an email for purposes of this section 8.1.

8.2. Notice and Requests for Approval. Any use or activity requiring Notice to or Approval of the Holder shall be subject to the terms and conditions of the applicable subsections under which such notice is required or approval is requested as well as the terms and conditions of this subsection. If Notice to Holder is required, but not Approval, Landowner shall notify Holder in writing at least ten (10) days prior to the date Landowner intends to undertake the activity in question. The Notice shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Holder to determine whether such activity is in conformity with the terms and Primary Conservation Purposes of this Easement and in conformity with the applicable section(s) under which such right is reserved or approval granted. If Approval of Holder is required, such Approval shall in all cases be obtained by Landowner prior to Landowner's taking the proposed action. Failure to request required Approval of Holder prior to commencing an activity shall constitute a material breach of this Easement. Where municipal regulatory approval is required, the Landowner will submit the site and/or plot plan of any proposed new construction to the Holder prior to submitting such documents for regulatory approval(s).

Holder shall only grant Approval to Landowner where Holder, *in its sole discretion*, determines that the proposed action is not inconsistent with the Primary Conservation Purposes of this Easement, and is consistent with any applicable Best Management Practices. In the event Holder withholds Approval, it shall notify Landowner in writing with reasonable specificity of its reasons for withholding Approval, including a denial because of a need for

additional information, and the conditions, if any, on which Approval might otherwise be given. Holder may impose such conditions on Approvals as Holder determines are reasonably required to protect the Conservation Values of the Property consistent with the Primary Conservation Purposes of this Easement, including that Landowner provide reasonable prior notice of the commencement of any activity approved under this subsection.

Where Approval of Holder is required, Holder shall approve or withhold its approval in writing within sixty (60) days of receipt of Landowner's written request. The failure of Holder to respond in writing within such sixty (60) days of receipt of the written request shall be deemed to constitute a temporary denial of Approval by Holder.

In addition to the foregoing, where Notice or Approval is not otherwise required by this Easement, Landowner agrees to notify Holder before exercising any right that may have an adverse impact on the conservation interests associated with the Property as required by Title 26, Code of Federal Regulations, Sections 1.170A-14(g)(5)(ii).

8.3. Discretionary Consent. Recognizing that Agricultural and Forestry Best Management Practices, agricultural markets and technologies, climate and the ecological state of the region, and scientific knowledge will change over time, Holder's consent for activities otherwise restricted or prohibited may be given if Holder determines, in its sole and absolute discretion, that due to: (1) disease, pests, fire, flood, storm, earth movements or other natural disaster; (2) changes in scientific knowledge, technology, or best agricultural or forestry land management practices; (3) the existence of threatened or endangered species on or abutting the Property; (4) changes in climate affecting the ecological condition of the surrounding area or ecological system; or (5) other unforeseen circumstances, such activities further and are consistent with the Primary Conservation Purposes of this Easement. In addition, Holder may grant consent for activities that have not been foreseen or contemplated by the parties that further and are consistent with the Primary Conservation Purposes of this Easement. Such consent may be (1) revocable at the Holder's discretion and (2) limited in duration. Holder shall have no right or power to approve any proposed activity that would result in the termination of this Easement, be inconsistent with the Primary Conservation Purposes of this Easement or allow additional development rights, other than development rights that are reasonably required for Agricultural Activities, environmental enhancement or related education, to accrue to the benefit of the Property. All requests for such consent shall be in writing and shall describe the proposed activity in sufficient detail to allow Holder to judge the consistency of the proposed activities with the Primary Conservation Purposes of this Easement. Holder shall not be liable for any failure to grant consent to Landowner under this subsection, and the failure of Holder to respond in writing within such sixty (60) days of receipt of the written request shall be deemed to constitute a temporary denial of such consent by Holder.

9. ONGOING RESPONSIBILITIES, COSTS AND LIABILITIES.

9.1 Transfer of Property. The Landowner agrees that the terms, conditions, restrictions and Primary Conservation Purposes of this Easement will either be incorporated by reference or inserted by the Landowner in any subsequent deed or other legal instrument by which the Landowner divests themselves of any interest in the Property or in any portion thereof to the extent permitted by this Easement. Failure of the Landowner to incorporate such terms shall not affect the enforceability of this Easement. Landowner shall provide Notice of said planned conveyance to Holder in writing at least thirty (30) days, before conveying the Property or an interest therein, other than a mortgage, to any third party.

9.2 Taxes. Landowner shall be solely responsible for payment of all taxes and assessments levied against the Property including interest. If Holder is ever required to pay any taxes or assessments on the Property in order to protect its interests, Landowner will reimburse Holder for the same. Such payment shall constitute a lien on the Property of the same priority as the item would have become if not paid.

9.3. Upkeep and Maintenance. Landowner shall be solely responsible for the upkeep and maintenance of the Property. Holder shall have no obligation for the upkeep or maintenance of the Property

9.4. Compliance With Law. Nothing in this Easement relieves Landowner of any obligation with respect to the Property imposed by law, including the obligations and responsibilities to obtain any and all applicable federal, state, and local governmental permits and approvals, if necessary, to exercise Landowner's retained rights and uses of the Property even if consistent with the Primary Conservation Purposes of this Easement.

By its acceptance of this Easement, Holder does not undertake any liability of obligation relating to the Property, including without limitation any responsibility for compliance with laws and regulations concerned with hazardous materials or other environmental laws and regulations.

10. BASELINE DOCUMENTATION REPORT. The Conservation Values of the Property and its conditions, current use, and state of improvement are described in a Baseline Documentation Report, including maps, photographs, and other documentation prepared by or on behalf of Holder and certified by the Landowner, as required under Treasury Regulations § 1.170A-14. Holder shall maintain the Baseline Documentation Report, a copy of which shall be provided to Landowner at Landowner's request. The Baseline Documentation Report may be used by Holder to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Holder or Landowner of other evidence to establish the condition of the Property as of the date of this Easement. If after the date of this Easement, the Holder wishes to supplement or amend the Baseline Documentation Report, the Holder may do so and the Landowner may certify the Baseline Documentation Report as supplemented or amended.

11. GENERAL PROVISIONS.

11.1 Assignment. Holder shall have the right to assign this Easement to any public agency or private nonprofit organization that, at the time of transfer, is a "qualified organization"

under Section 170(h) of the Code and under Maine Conservation Easement Act, 33 M.R.S. § 476(2), as amended or successor provisions thereof, provided the transferee expressly agrees to assume the responsibility imposed on Holder by this Easement. If Holder ever ceases to exist or no longer qualifies under Section 170(h) of the Code, or applicable state law, a court of competent jurisdiction shall transfer this Easement to another qualified organization having similar purposes that agrees to assume the responsibilities imposed by this Easement.

11.2 Amendment.

11.2.1 Landowner and Holder recognize that circumstances could arise that warrant modification of certain of the provisions of this Easement. To this end, subject to more restrictive laws and regulations, if any, Landowner and Holder have the right to agree to amendments to this Easement without prior notice to any other party, provided that in the sole and exclusive judgment of Holder, such Amendment does not violate the restrictions in Section 11.2.2. Amendments will become effective upon recording at the Cumberland County Registry of Deeds. Nothing in this Section shall require the Landowner or the Holder to agree to any amendment or to negotiate regarding any amendment.

11.2.2 Notwithstanding the foregoing, except as provided by 33 M.R.S. § 477-A(2) as amended of the Maine Conservation Easement Act, by which a Conservation Easement may be amended by court approval in an action in which the Attorney General is made a party, Holder and Landowner have no right or power to approve any action or agree to any discretionary approval or amendment that would

A. materially detract from the Conservation Values intended for protection under this Easement;

B. limit the term or result in partial or complete termination of this Easement; or

C. adversely affect the qualification of this Easement or the status of the Holder under applicable laws, including the Maine Conservation Easement Act at 33 M.R.S. § 476 et seq. and Sections 170(h), 501(c)(3), 2522, and 2031(c) of the Code, successor provisions thereof and regulations issued pursuant thereto.

11.3 Extinguishment and Condemnation.

11.3.1 The Parties agree that the grant of this Easement creates a property right that vests immediately in Holder. The parties further agree that this property right as of the date of its creation has a fair market value that is equal to the percentage by which the fair market value of the unrestricted property as a whole as valued in accordance with Title 26, Code of Federal Regulations, Sections 1.170A-14(g)(6)(ii), is reduced by the terms and conditions imposed by this Easement, as of the date of the execution of this Easement (hereinafter the "Original Percentage Reduction").

11.3.2 If either Holder or Landowner receives notice of the actual or threatened exercise of the power of eminent domain (hereinafter a "Taking") with respect to any interest in or any part of the Property, the party who receives the notice shall promptly notify the other and the parties may proceed jointly or either party may at its discretion take such legal action as it deems necessary to: (a) challenge the Taking; (b) challenge the amount of allocation of any

award tendered by the Taking authority; or (c) otherwise participate in, challenge or appeal such proceedings, findings or awards. Any third party counsel and consultants (including appraisers) hired by either party shall be reasonably acceptable to the other party. Each party shall be responsible for its own costs and legal fees, absent written agreement of the parties.

11.3.3 This Easement may only be extinguished or terminated by judicial order in a court of competent jurisdiction in an action in which the Attorney General is made a party, including a taking in accordance with subsection 11.3.1 above. It is the intention of the parties that an extinguishment or termination be approved by a court only if all of the Primary Conservation Purposes of this Easement are impossible to accomplish, and if both Landowner and Holder agree. Should this Easement be terminated or extinguished as provided in this Section, in whole or in part, Holder shall be entitled to be paid no less than the greater of: (i) a portion of any proceeds of a subsequent sale, involuntary conversion, exchange or lease computed as to the Original Percentage Reduction; or (ii) the increase in value of the Landowner's estate resulting from such extinguishment, as determined by the court, or in the absence of such court determination, by the agreement of the parties or, in the absence of such agreement, by an independent appraiser mutually selected by Landowner and Holder. Holder shall use its share of the proceeds or other moneys received under this paragraph in a manner consistent, as nearly as possible, with the stated, publicly beneficial Primary Conservation Purposes of this Easement. Landowner agrees that Holder may, and authorizes Holder to, record a notice of a lien on the Property which lien will be effective as of the date of such extinguishment, to secure its rights under this Section.

11.4 Applicable Law. This Easement is created pursuant to Title 33, M.R.S., Sections 476 through 479-C, inclusive, as amended, and shall be construed in accordance with the laws of the State of Maine, regardless of any conflict of law provisions.

11.5 Interpretation. This Easement shall be interpreted under the laws of the State of Maine. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to effect the Primary Conservation Purposes of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Primary Conservation Purposes of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. If any provision of this Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Easement and the application of such provision to any other person or in any other circumstance, shall remain valid.

11.6 Non-Waiver. The failure or delay of the Holder, for any reason whatsoever, to do any action required or contemplated hereunder, or to discover a violation or initiate an action to enforce this Conservation Easement shall not constitute a waiver, laches, or estoppel of its rights to do so at a later time.

11.7 Compliance. A person or entity's obligations hereunder as Landowner will cease, if and when such person or entity ceases to have any present, partial, contingent, collateral or future interest in the Property, but only to the extent that the Property is then in compliance herewith. Responsibility of Landowner for breaches of this Easement that occur prior to transfer of title will survive such transfer; provided that the new Landowner shall also be responsible for bringing the Property into compliance unless Holder in writing releases the new Landowner.

11.8 Estoppel Certificates. Upon written request of Landowner and at Landowner's expense, Holder shall, within a reasonable time after such request, inspect the Property and shall provide a Compliance/Estoppel Certificate that indicates the extent to which, to the best of Holder's knowledge, the Property is in compliance with the terms of this Easement.

11.9 Severability. If any provision of this Easement or the application of any provision to a particular person or circumstance is found to be invalid, the remainder of this Easement and the application of such provision to any other person or in any other circumstance, shall remain valid.

11.10 Potential Increase in Value Acknowledged. In making this Easement, Landowner has considered the fact that uses prohibited hereby may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. It is the intent of both Landowner and Holder that any such changes not be deemed to be changed conditions permitting alteration or termination of this Easement.

11.11 Subsequent Liens On Property, Liens Subordinated. Landowner has the right to use the Property as collateral to secure repayment of debt, provided that any lien or other rights granted for such purpose, regardless of date, are subordinate to Holder's rights under this Easement. Under no circumstances may Holder's rights be extinguished or otherwise affected by the recording, foreclosure or any other action taken concerning any subsequent lien or other interest in the Property.

11.12 Entire Agreement. This instrument, as supplemented by the Baseline Documentation Report, sets forth the entire agreement of the parties and supersedes all prior discussions, negotiations, understandings or agreements relating to this Easement.

11.13 Environmental Warranty. Nothing in this Easement shall be construed as giving rise to any right or ability in Holder to exercise physical or management control over the day-to-day operations of the Property, or any of Landowner's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA) or any corresponding state and local statute or ordinance.

Landowner warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Holder against, and hold Holder harmless from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous substances or waste or violation of environmental laws.

If at any time after the date of this Easement there occurs a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Landowner agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

11.14 Liability and Indemnification. Landowner acknowledges that Holder has no possessory rights in the Property, nor any responsibility or right to control, maintain, or keep up the Property. Landowner is responsible for all costs and responsibility of ownership, control, operation, maintenance, and upkeep of the Property. If the Holder is ever required by a court to pay damages resulting from personal injury or property damage that occurs on the Property, the Landowner shall indemnify and reimburse the Holder for these payments, as well as for reasonable attorneys' fees and other expenses of defending itself, unless Holder or any of its agents have committed a deliberate act that is determined by a court to be the cause of the injury or damage.

11.15 Standing to Enforce. Only Holder and Landowner may bring an action to enforce this Easement, and nothing herein should be construed to grant any other individual or entity standing to bring an action hereunder, unless otherwise provided by law; nor to grant any rights in the Property by adverse possession or otherwise, provided that nothing in this Easement shall affect any public rights in or to the Property acquired by common law, adverse possession, prescription, or other law, independently of this Easement.

12 OPTION AND RIGHT TO PURCHASE

12.1 Holder shall have an option to purchase the Property at its agricultural value in accordance with terms and provisions of this Section 12 (which option shall be referred to herein as the "Option") and upon the terms expressed in Exhibit C, attached hereto and incorporated herein, entitled "Terms, Conditions and Contingencies for Holder's Purchase of the Property Pursuant to its Option to Purchase". This Option is an integral part of this Easement and constitutes a restriction and a right and interest in real property that runs with the land. This Option shall be perpetual in duration and is given on the following terms and conditions.

12.2 Option Trigger; Exceptions. Landowner shall not sell, transfer or convey the Property, in whole or in part, without first offering the Property for sale to Holder as provided herein, however, the following described transactions shall not trigger Holder's rights under this Option:

12.2.1 Any mortgage, pledge, or other assignment of the Property to a lender as security for indebtedness, provided the Holder's interest under this Option is treated as an interest in real estate such that, in the event of foreclosure, Holder is deemed a necessary party defendant in such foreclosure case and has the right to redeem the Property from the foreclosure action; and

12.2.2 Any conveyance by the Landowner to Landowner's Family (as defined in Section 5 above) by gift, inheritance, sale or other transfer; and

12.2.3 Any conveyance of the Property to a person who presently earns at least one-half of his or her annual gross income from the "business of farming," as that term is defined in Regulation 1.175-3 issued under the Internal Revenue Code of 1986 and who, in connection

with the farming operations of the Property, will continue to earn at least one-half of his or her annual gross income from the business of farming ("a Qualified Farmer"); and

12.2.4 Any lease to a Qualified Farmer or a lease having a term of 15 years or less, including renewal rights; provided, however, that any such lease shall expressly provide that, unless otherwise agreed by Holder, the lease shall terminate and possession shall be delivered free and clear of any rights of the tenant upon a closing of the sale of the Property following exercise of this Option.

This Option shall apply to all other sales and conveyances of the Property, including any sale or conveyance of any interest in the Property including any conveyance by, or conveyance of any interest in a corporation, limited liability company, partnership or other entity Landowner of the Property.

12.3 Notice of Intent to Sell. Whenever Landowner (which for the purposes of this Section 12 shall also refer to the individual holders of an interest in any entity Landowner of the Property) a) receives an offer from a person or persons ("Transferee") to purchase or lease for a term in excess of fifteen (15) years, including renewal rights, all or any part of the Property including an offer involving property other than the Property, and Landowner accepts the Offer subject to this Option; b) otherwise enters into an agreement to convey or transfer ownership of the Property to a Transferee; or c) enters into an agreement to transfer an interest in a corporation, limited liability company, partnership, or other entity Landowner of the Property to a Transferee, Landowner shall deliver to Holder a Notice of Intent to Sell as provided herein, which shall include:

12.3.1 A complete duplicate of the offer, together with such other instruments as may be required to show the bona fides of the offer; and

12.3.2 A written description of the Transferee's training and experience as an agricultural producer and an agricultural business plan for the Property, including a description of the agricultural activities to be conducted or facilitated by Transferee, proposed improvements to the Property, and a statement of anticipated agricultural income and expenses for three-year period following Transferee's acquisition of the Property or, if Transferee has no such training and experience or intention of operating an agricultural business on the Property, a written statement to that effect; and

12.3.3 If the Transferee is purported to be a Qualified Farmer or member of Landowner's Family, the documents necessary to establish the Transferee as such, including the Transferee's most recent federal income tax filing, if applicable; and

12.3.4 The Landowner's current mailing address.

Information delivered to Holder pursuant to this clause shall remain confidential and shall not be released to any person or entity not a party to this Easement, without the prior written approval of Landowner.

12.4 Exercise of Option. This Option may be exercised by Holder as follows.

12.4.1 Holder shall give written Notice of Intent to Exercise not more than thirty (30) days following receipt of the Notice of Intent to Sell described herein; failure by Holder to provide such Notice of Intent to Exercise shall constitute a waiver of its rights under this Option; and

12.4.2 After Holder timely provides Landowner with a Notice of Intent to Exercise, Landowner and Holder shall fix the purchase price for the Property by establishing a Price Agreement in the manner described hereafter.

12.4.3 Holder shall exercise this Option by giving written Notice of Intent to Purchase not more than thirty (30) days following Landowner's and Holder's establishment of the Price Agreement.

12.4.4 After giving Notice of Intent to Purchase, the Holder shall have ninety (90) days to close on the Property. Closing shall be subject to Holder obtaining financing for the purchase and satisfactory investigation and inspection of the Property and other terms and conditions contained in Exhibit C hereto. If such financing is not obtained or investigation or inspection of the Property is not satisfactory, or the terms contained in Exhibit C are not met, Holder may rescind its Notice of Intent to Purchase and will have no further obligation to purchase the Property.

12.4.5 Holder may assign its right to purchase the Property under this Option, subject to the terms set forth in Section 12.4.4 above, to a public agency or private nonprofit organization that, at the time of assignment, is a "qualified organization" under Section 170(h) of the Code and under Maine Conservation Easement Act, Section 476(2). Such an assignment shall only be effective for a single exercise of this Option. In the event that Holder desires to so assign its right to purchase the Property, it shall include notice of said assignment in its Notice of Intent to Purchase.

12.5 Purchase Price (Land). The Purchase Price shall be determined by mutual agreement of Landowner and Holder; provided that if no such agreement can be reached, the purchase price of the land only shall be the full fair market value of all Property land subject to the offer (including the site of any structures) assuming its highest and best use in commercial agricultural production commonly occurring within the market area where the Property is located on the date of the offer (the "Fair Market Value"), as determined by a mutually approved disinterested appraiser selected by Landowner and Holder, with the expense of such appraisal divided equally between Landowner and Holder. Permanently installed land improvements, such as in-ground irrigation systems, farm roads, and drainage tiling shall be considered part of the land. This appraisal shall take into consideration the permitted and restricted uses set forth in, and the impact on value caused by this grant, as amended.

12.6 Purchase Price (Agricultural and Minor Structures). With respect to any Agricultural Structures or Temporary or Minor Agricultural or Recreational Structures in existence as of the date of the offer, then in addition to the foregoing land value, the Purchase

Price shall also include the value of all such structures on the Property as of the date of the offer excluding all land (which is included in the valuation above). The value of the structures shall be determined using the replacement cost approach to valuation (i.e., the cost to replace the structures and improvements with those of comparable size and utility, less depreciation and functional obsolescence) by a mutually approved disinterested appraiser selected by Landowner and Holder, with the expense of such appraisal divided equally between Landowner and Holder.

12.7 Purchase Price (Dwellings). With respect to any Dwellings(s) in existence as of the date of the offer, then in addition to the foregoing land value, the Purchase Price shall also include the value of the Dwelling and its Accessory Structures as of the date of the offer excluding the value of the land upon which these structures sit (which is included in the valuation above). The value of the Dwelling and Accessory structures shall be determined using the replacement cost approach to valuation (i.e., the cost to replace the structures and improvements with those of comparable size and utility, less depreciation and functional obsolescence) by a mutually approved disinterested appraiser selected by Landowner and Holder, with the expense of such appraisal divided equally between Landowner and Holder.

12.8 Should, for the purposes of Sections 12.5, 12.6, and 12.7 above, Landowner and Holder be unable to mutually agree on a disinterested appraiser, then Landowner shall obtain an appraisal at its own expense. Holder shall have the right to disagree with the appraisal and obtain its own appraisal at Holder's expense. If the two appraisals disagree, then the two appraisers shall choose a third appraiser to prepare a third appraisal, the expense of which shall be equally shared by the parties, which third appraisal shall set the Fair Market Value and, as applicable, the replacement value of any structures. Failure of either party to cooperate in the above process shall constitute acceptance of the other party's appraised value.

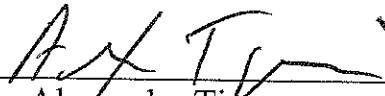
12.9 Landowner and Holder shall establish the Purchase Price by either entering into a written agreement fixing the Purchase Price as provided herein, within ten working days of reaching mutual agreement or, if no such agreement is reached, the Purchase Price shall be based upon the appraised values set forth above, which shall be the Purchase Price unless another Purchase Price is mutually agreed upon in writing by the parties within ten working days after the last party's receipt of the appraisals. The passage of said ten working days shall constitute the effective date of establishing the Purchase Price ("Price Agreement").

13 HABENDUM AND SIGNATURES.

TO HAVE AND TO HOLD the said Agricultural Conservation Easement unto the said Holder and its successors and assigns forever.

IN WITNESS WHEREOF, Landowner, Synergosity LLC has caused these presents to be signed and sealed in its corporate name by Alexander Timpson, its "Member", hereunto duly authorized, this 4th day of May, 2022.

SYNERGOSITY LLC


By: Alexander Timpson
Member

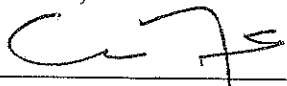
14 ACKNOWLEDGMENT.

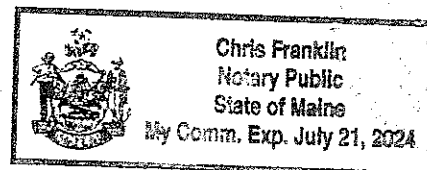
STATE OF MAINE
COUNTY OF CUMBERLAND

Dated: May 4, 2022.

Thence personally appeared the above-named Alexander Timpson, and acknowledged that he is of Synergosity LLC, and that the execution of the foregoing instrument is his free act and deed in said capacity and the free act and deed of Synergosity LLC.

Before me,

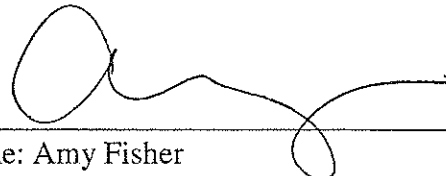

Notary Public/Maine Attorney
Printed Name: Christopher Franklin
My Commission expires: _____



15 HOLDER ACCEPTANCE.

The above and foregoing Agricultural Conservation Easement is hereby accepted for and on behalf of the **MAINE FARMLAND TRUST, INC.**, duly authorized this 4th day of May, 2022

MAINE FARMLAND TRUST, INC.
a Maine nonprofit corporation

By: 
Name: Amy Fisher
Title: President

16 HOLDER ACKNOWLEDGMENT

STATE OF MAINE
COUNTY OF Waldo

Date: 5/4, 2022

Thence personally appeared the above-named Amy Fisher, President of Maine Farmland Trust, Inc., and acknowledged acceptance of the above and foregoing Agricultural Conservation Easement as her free act and deed in said capacity, and the free act and deed of Maine Farmland Trust, Inc.

Before me,



Notary Public/Maine Attorney

Printed Name: ADAM BISHOP

My Commission expires: NOTARY PUBLIC

STATE OF MAINE

MY COMM. EXP. SEPTEMBER 1, 2022

EXHIBIT A
Legal Description of the Property

A certain lot or parcel of land with any improvements thereon, located on the westerly side of Longwoods Road, also known as State Route 9, in the Town of Cumberland, County of Cumberland, State of Maine and more particularly bounded and described as follows:

BEGINNING at a found 5/8-inch iron rebar at the corner of land now or formerly of Stanhope along the westerly sideline of Longwoods Road described in Book 2932 Page 385;
Thence **S 35°50'39" W**, a distance of **1278.39'** along land of Stanhope to a found iron pipe at the land now or formerly of Hansen as described in Book 3029 Page 502;

Thence **N 56°33'06" W**, a distance of **1213.64'** along land of Hansen to a found iron pipe;

Thence **N 55°12'38" W**, a distance of **858.76'** along land of Hansen to the center of the East Branch of the Piscataqua River;

Thence Northerly along the center of said river a distance of **1,660'**, more or less, to a point:

Thence **S 55°10'35" E**, a distance of **985'**, more or less, along land now or formerly of Central Maine Power Company as described in Book 2281 Page 494 to a point;

Thence **S 85°43'08" E**, a distance of **1286.21'** land now or formerly of Central Maine Power Company described in Book 2310 Page 495 to a point on the westerly side of Longwoods Road;

Thence **S 28°52'05" E**, a distance of **546.85'** along Longwoods Road the **POINT OF BEGINNING**.

The basis of bearings for this description was the State of Maine Grid Plane North American Datum of 1983, located in the West Zone.

Meaning and intending to describe a portion of the premises as described in a deed to Daniel Villaci dated May 13, 2002 and recorded in said Registry in Book 17630, Page 14.

Together with any rights for access from Longwoods Road to the above described parcel as reserved in a deed to Central Main Power Company described in Book 2310, Page 495.

Excepting from the above-described Property a certain lot or parcel of land depicted on Exhibit B attached hereto as "Excepted Parcel" and being more particularly described as follows:

BEGINNING at a point having a Latitude of **N 43°46'05.9318"** and a Longitude of **W 70°15'00.4709"** at the land now or formerly of Central Maine Power as described in Deed Book 2310, Page 495 recorded in the Cumberland County Registry of Deeds;

Thence the following courses and distances:

Thence S 34°35'49" W a distance of 298.65';

Thence with a curve turning to the left with an arc length of 78.27', with a radius of 75.00', with a chord bearing of S 04°42'07" W chord distance of 74.76';

Thence S 25°11'35" E a distance of 14.25';

Thence S 54°12'36" E a distance of 736.64';

Thence S 35°47'24" W a distance of 221.29';

Thence N 54°12'36" W a distance of 544.66';

Thence S 35°05'53" W a distance of 463.68';

Thence N 54°54'07" W a distance of 281.63';

Thence N 12°20'23" W a distance of 192.74';

Thence N 36°23'22" E a distance of 180.79';

Thence S 54°11'44" E a distance of 253.46';

Thence N 35°50'50" E a distance of 306.21';

Thence N 25°11'35" W a distance of 74.13';

Thence with a curve turning to the right with an arc length of 130.44', with a radius of 125.00', with a chord bearing of N 04°42'07" E chord distance 124.60';

Thence N 34°35'49" E a distance of 269.41';

Thence S 85°43'08" E a distance of 57.92' to the point of beginning.

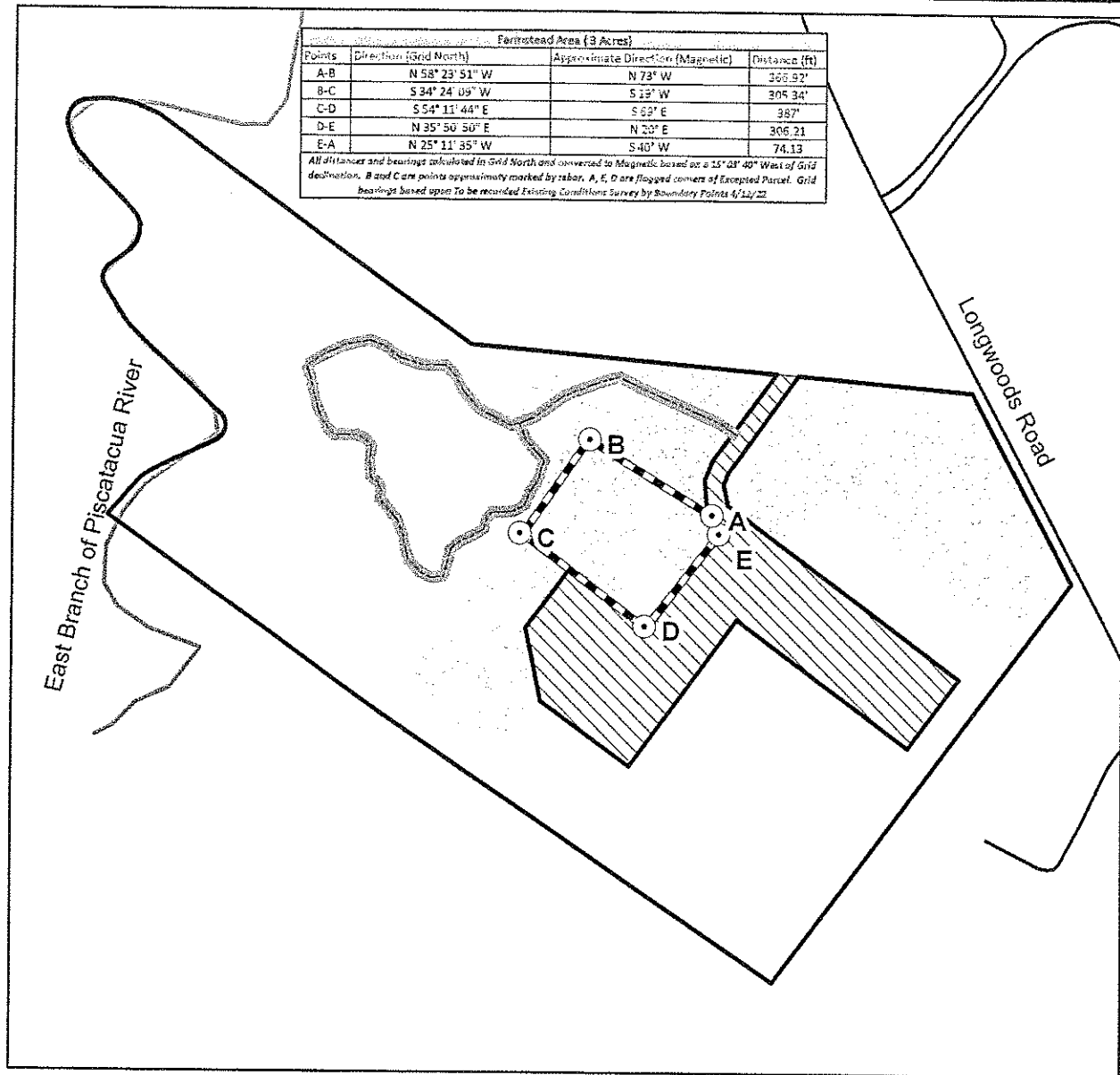
The basis of bearings for this description was the State of Maine Grid Plane North American Datum of 1983, located in the West Zone.

Meaning and intending to describe an approximately 7.5-acre parcel, to be excluded from land encumbered by the foregoing Agricultural Conservation Easement.

MEANING and intending to describe a total of 54.06 acres of land as shown on a plan titled "Existing Conditions Survey for Alexander Timpson by Boundary Points dated April 12, 2022 and to be recorded of even date herewith.

Longwoods Farm (~54 acres)
Property of Synergosity LLC
Cumberland, Cumberland County, Maine

Exhibit B
Map of
the Property



- Property
- Farmstead Area (3 acres)
- Excepted Parcel (7.5 acres)
- Farmstead Area Corners
- Trail Corridor
- Open Fields



Created by: Chris Franklin, MFT, 04/27/22.
 Base data source: Town of Cumberland Tax Maps,
 GPS Points, To be recorded Existing Conditions Survey
 by Boundary Points 4/12/22;
 Maine Office of GIS; NAD 83 UTM Zone 19NW

0 250 500 1,000 Feet



Note: Boundaries are approximate
 except where metes and bounds are provided.

EXHIBIT C
To Agricultural Conservation Easement

**Terms, Conditions and Contingencies for Holder's Purchase of the Property
Pursuant to its Option to Purchase**

1. **Fixtures:** The Landowner and Holder agree that all fixtures, including but not limited to existing storm and screen windows, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood stoves, and electrical fixtures are included with the sale unless otherwise agreed in a writing signed by both parties.
2. **Title:** Landowner shall convey to Holder a good and marketable title in accordance with the Maine State Bar Association title standards. If Landowner is unable to convey in accordance with the provisions of this Section, then Landowner shall have a reasonable time period, not to exceed 30 days, from the time Landowner is notified of the defect, unless otherwise agreed to by both parties, to remedy the title. If, after this time period, such defect is not corrected so that there is a merchantable title, Holder may, at Holder's option, decline to exercise its Option to purchase the Property. Landowner hereby agrees to make a good-faith effort to cure any title defect during such period.
3. **Deed:** The Property shall be conveyed by Warranty Deed, describing the Property by valid legal description, delivered at closing free and clear of all encumbrances except building and zoning restrictions of record, conditions, easements, restrictions and covenants of record which do not materially and adversely affect the continued use of the Property, and usual public utilities servicing the Property.
4. **Closing Costs, Document Preparation and Title Search:** Preparation of Deed and Declaration of Value form shall be the expense of the Landowner. Title search, certification, and title insurance (if any) shall be the responsibility of the Holder. Landowner and Holder shall each pay the state transfer tax. In the event that Landowner does not provide the closing agent with a State of Maine Residency Affidavit at the time of closing, Holder hereby acknowledges that 2.5% of the purchase price shall be withheld by the closing agent and paid over to Maine Revenue Services.
5. **Prorations and Adjustments at Closing:** Unless otherwise agreed by the parties in a signed writing, the parties shall apportion certain costs as follows:
 - a. Current Real Estate Taxes (based on the municipality's fiscal year) shall be prorated as of the date of closing. Landowner is responsible for any unpaid real estate taxes for prior years.
 - b. Any fuel value shall be established and any collected rents and water / sewer use charges shall be apportioned as of the date of closing, and the Purchase Price shall be adjusted by the net amount thereof.

- c. Any uncollected rents for the current rental period shall be apportioned if and when collected by either party. Landowner will transfer any Security Deposit(s) and notify any Tenant(s) as provided in Section 6035 of Title 14.
 - d. Any metered utilities such as electricity, water and sewer will be paid through the date of closing by Landowner.
6. **Possession/Occupancy:** Possession/Occupancy of the Property, free of tenants and occupants, shall be given to Holder immediately at closing unless otherwise agreed in writing. In the event that a portion of the Property is subject to a written rent or lease agreement, Landowner shall assign all rights thereunder to Holder. The Property shall be broom clean, free of all possessions and debris, and in substantially the same condition as of the date of Holder's Notice of Intent to Purchase, excepting reasonable wear and tear. Holder shall have the right to view the Property within 24 hours prior to closing for the purpose of determining that the Property is in substantially the same condition as on the date of Holder's Notice of Intent to Purchase.
7. **Contingencies:** The obligations of Holder pursuant to its exercise of its Option to Purchase are subject to the following contingencies. If, after Holder's good faith effort within the time period specified, any of these contingencies have not been met, Holder may revoke its Notice of Intent to Purchase by giving Landowner notice of revocation within the time period specified.
- a. **Hazardous Waste:** Holder's obligations to close pursuant to the Option to Purchase are expressly contingent on Holder's satisfaction that there is not presently and never has been hazardous or toxic waste, as those terms may be defined from time to time by applicable state, local or federal law, stored in, on, or about the Property or on adjacent properties, and that the Property has never been used as a landfill or as a dump to receive refuse or waste. In the event any such hazardous or toxic waste, substance, matter, or material is discovered at the Property at any time prior to the closing, Holder may, at Holder's option, terminate any purchase and sale agreement by written notice to Landowner, whereupon Landowner shall return all sums paid hereunder by Holder, and the parties shall be relieved of all future obligations hereunder.
 - b. **Approval of Board of Directors:** Holder's obligations pursuant to its exercise of the Option are contingent upon approval by its Board of Directors within a reasonable time period from Holder's Notice of Intent to Purchase.
 - c. **Financing:** Holder agrees to use good faith effort to secure financing for the purchase of the real estate, and within 45 days of providing Notice of Intent to Purchase, will provide Landowner with notice that commitment(s) for financing have been obtained. If Holder fails to provide Landowner with such notice within said time period, Landowner may deliver notice to Holder that Holder's ability to exercise the Option shall be terminated three business days after delivery of such notice.

- d. **Inspections.** Holder is purchasing the Property in its existing condition and will, within thirty (30) days of Holder's Notice of Intent to Purchase, make or have resolved all inspections and tests of the Property that Holder believes are necessary to protect its own interest in, and its contemplated uses of, the Property.

Holder and its agents and representatives shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making such inspections and tests as Holder deems appropriate. Following any such entry or work, unless otherwise directed in writing by Landowner, Holder shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material. All such inspections, and tests and any other work conducted or materials furnished with respect to the Property by or for Holder for the purpose of conducting such inspections and tests shall be done by inspectors and testers chosen and paid for by Holder and paid for by Holder as and when due, and Holder shall indemnify, defend, protect and hold harmless Landowner from any and all claims and liabilities for injury to person or property, arising out of or referring to any such work or materials or the acts or omissions of Holder, its agents or employees, in connection therewith.

If the result of any inspection or test or other condition specified herein is unsatisfactory to Holder, Holder may revoke its Notice of Intent to Purchase by notifying Landowner in writing within the thirty (30) days mentioned herein.

If Holder does not notify Landowner that an inspection or test is unsatisfactory within the thirty (30) day time period set forth above, this contingency shall be deemed to have been waived by Holder with respect to that inspection or test.

8. **Risk of Loss:** Until the closing, the risk of loss or damage to the Property or destruction of the Property by fire or otherwise is assumed solely by Landowner. The Property shall at closing be in substantially the same condition as at present, excepting reasonable use and wear. Prior to closing Landowner shall keep the Property insured against fire and other extended casualty risks. If the Property is damaged or destroyed prior to closing, Holder may revoke its Notice of Intent to Purchase or close this transaction and accept the Property "as is" together with the assignment of the insurance proceeds relating thereto.

ITEM

22-057

To hear a report from the Lands & Conservation Commission re: Phase II
of the Climate Action Plan

Climate Action Plan

Phase II - Recommendations for Action

Submitted to Cumberland Town Council
& MSAD 51 Board of Directors
April 2022

By
Climate Action Plan Subcommittee
Cumberland Lands and Conservation Commission (LCC)



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Members

Climate Action Plan Subcommittee

Sukie Curtis
Ivy Frignoca
Denny Gallaudet
Jennifer Grasso
Riva Krut
Jesse Lamarre-Vincent

Mike Schwindt, Ex Officio

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EXECUTIVE SUMMARY

The Cumberland Lands and Conservation Commission (“LCC”) in 2019 formed a Climate Action Plan Subcommittee (“CAPS”) to expand on the work of the 2009 Cumberland Comprehensive Plan, as updated. The Town¹ is committed to the goal of fostering sustainability including reduction of carbon emissions and energy conservation. This is not a long-term abstract idea. It has become increasingly urgent to mitigate and adapt to climate disruption of the magnitude now predicted by the scientific community. Urgent action is called for at all levels. Further, the costs of inaction on climate change will be acutely borne by the vulnerable among us, who should be given due consideration for support from climate actions.

Under its Charter, the CAPS was tasked with taking an inventory of Cumberland’s greenhouse gas (“GHG”) emissions and proposing to the LCC a goal and action plans to reduce GHG in the coming years. Using 2015² as a baseline, the CAPS estimates that the GHG emissions in that year were approximately 66,160 metric tons (“MT CO₂e”). In percentage terms, these emissions were from Town Government (1%), MSAD 51 (7%), Business (13%) and Households (79%). The CAPS finds that through actions taken since 2015 the Town and MSAD 51 have already reduced their GHG emissions by 25%.

As part of its research and analysis, the CAPS held regular monthly meetings open to the public, met with stakeholder groups and undertook a survey of citizen viewpoints on sustainability. In line with the Charter of the Climate Action Plan Subcommittee of the LCC (Appendix II), this document presented Phase I of the CAPS work in January 2021: to develop a goal and action plans for the Town and MSAD 51. This Report, in February 2022, presents Phase II: to develop a goal and action plans for the Business and Household sectors.

For Phase I, the CAPS proposed the following Goals, which were accepted:

- that the Town and MSAD 51 adopt a goal of zero GHG emissions by 2030; and
- that the Town promote a town brand of “Sustainable Cumberland”.

For Phase II, the CAPS proposes the following Goals:

- further promote actions to promote the brand of Sustainable Cumberland. Create a permanent Sustainability Committee for the Town, coordinated by a fulltime new Town Sustainability Coordinator.
- 50% GHG reduction of Cumberland residential footprint by 2030; climate neutral by 2050. Aspire to be climate positive by 2050.

¹ “Town” here means the Town Government – the Town Council and its subsidiaries. “Cumberland” means Town Government, MSAD 51, businesses and households. MSAD 51 is the Cumberland and North Yarmouth K–12 school district.

² All dates in this document refer to the start of that Fiscal Year (FY), consistent with Town budgeting, which runs from July 1 to June 30 of the year following.

To achieve the second Goal of Phase II, the CAPS recommends the following actions or Targets for approval by the Town Council. We believe that these are all actionable and achievable. Moreover, we believe that, if implemented, they have the potential for Cumberland to achieve its aspirational goal of becoming “net positive”, i.e., avoiding more GHG than we emit. The targets are presented below in rank order, ranking highest those actions we estimate have greater potential to avoid greenhouse gases (measured in carbon dioxide equivalents [CO₂e]).

Phase II Recommended Actions		MT CO ₂ e Avoided
1	Reduce GHG emissions from home energy use – promote heat pump use	24,000
2	Reduce GHG from transport	18,000
3	Adopt ecologically productive, low carbon/ low water landscaping practices	10,000
4	Support 30X30 goal of conserving 30% Cumberland’s lands by 2030	4,000
5	Purchase low-cost carbon offsets from Town owned forest lands	3,000
6	Install low-cost solar panels	1,600
7	Decrease food waste through composting	1,000
8	Adopt the 2021 IECC “stretch” energy efficiency goal for new construction	800
9	Buy more locally grown food.	Not yet calculated
10	Ensure the integrity of water quality in Broad Cove.	Not yet calculated

Each item is described in a common table format in **PART III: ACTIONS & TARGETS TO ACHIEVE OUR GOALS**. The format shows for each theme how that challenge of climate change is being experienced globally, in the USA, in Maine and in the Town of Cumberland – and what we can do locally to help mitigate this global challenge. The CAPS hopes that this material in this format can be easily and broadly communicated and actioned.

The CAPS further recommends that the Town consider another phase of climate action planning, to make the Town resilient to the impacts of climate change. A complete Climate Action Plan must contemplate actions to reduce the causes of climate change and to build resilience to the inevitable consequences of climate change. The CAPS work to date has focused largely on what Cumberland can do to reduce the causes of climate change. We recommend that the Town next undertake resilience planning to complete its Climate Action Plan. The resilience planning process should consider the draft content and proposed recommendations in the Appendix to this report. This action can be undertaken with the new administrative resource recommended in Goal 2, see **PART II: CLIMATE CHANGE MITIGATION GOALS**.

PART I: THE BASELINE & PLATFORM FOR THIS CLIMATE ACTION PLAN

1. Guiding Principles

- CAPS will focus on areas of agreement and strive for consensus.
- CAPS members agree that reducing waste, increasing energy efficiency, moving towards GHG free energy sources, and smarter land use planning are important in their own right but also have overlapping benefits.
- Bold actions are called for, and ambitious, innovative, and pioneering approaches are required.
- Obstacles to reaching our goals are not only technological, scientific and economic, but also about changing how we live, think and do business.
- Utilize a variety of recommendations: some by government, some by individuals, some by business; some small, some big, some easy, some not, some which we expect will be greeted with consensus, others which require further work and dialogue.
- A mixture of incentives, regulation and education is necessary.
- A well-informed community is critical and a substantial role for education and outreach is called for.
- Action items should be based on their GHG reduction potential, cost effectiveness, feasibility and sustainability co-benefits.

2. Baseline GHG Emissions Inventory, 2015

Figure 1: Cumberland Carbon Footprint 2015

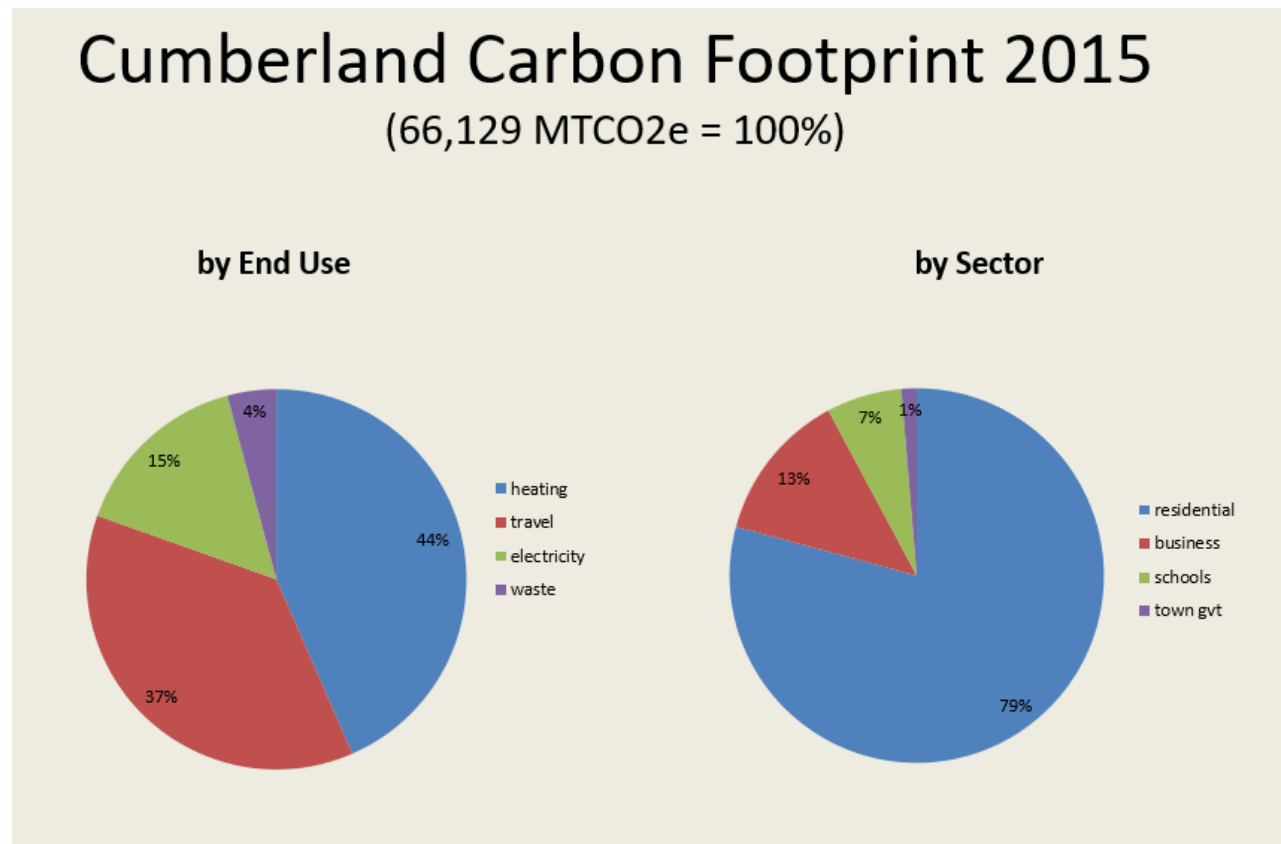


Figure 1: Cumberland Carbon Footprint 2015 takes 2015 as a baseline and estimates that Cumberland's GHG in that year were approximately 66,130 MT CO₂e. In percentage terms, these emissions were from Town Government (1%), MSAD 51 (7%), Business (13%) and Households (79%).

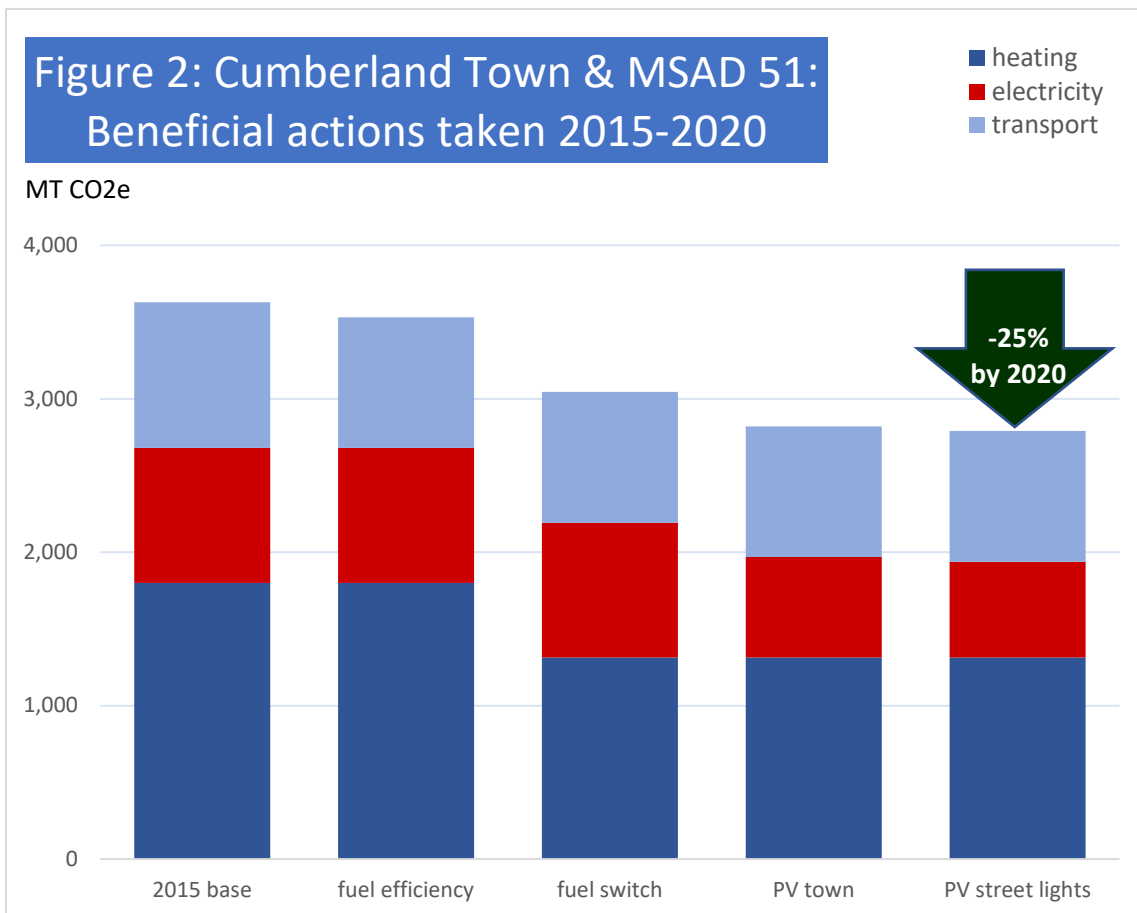
Phase II is concerned to achieve net zero emissions from the residential and business sectors, which account for 62,590 tons of CO₂e or 92% of Cumberland's emissions.

3. A Note on GHG Target-Setting

As with the CAP Phase I plan and recommendations, this Phase II document presents an action plan and specific steps for the residents of Cumberland to reduce their GHG emissions. The calculations of the baseline footprint, as well as the benefits of specific actions that are recommended here, are based on documented assumptions. For example, the State of Maine has made a commitment that its electricity grid will be 80% carbon free by 2030. This assumption is key to this report's calculation of the GHG benefits of homes investing in heat pumps, or the town investing in electric vehicle (EV) school buses.

4. Cumberland GHG Mitigation Action: 2015-2020

Since 2015, Cumberland has proactively invested in action to reduce GHG emissions that provides a platform for this Climate Action Plan. The CAPS found that the Town and MSAD 51 has achieved 25% GHG savings, from 2015-2020, as shown Figure 2: Cumberland Town Government & MSAD 51: Beneficial actions taken 2015-2020.



These achievements are the result of longstanding support from the Town for action for environmental stewardship and climate change mitigation, both in projects to directly reduce GHG and in the proactive preservation of land and forests. These forward-looking activities were inspired, sponsored and promoted by residents, members of Town committees including the LCC, and the Chebeague and Cumberland Land Trust. They have, over time, become a feature of Cumberland's identity and an asset for its current and future residents.

Our 2020 Citizen Survey, described in Part III, shows that town residents strongly support these actions. The combination of land preservation, and the history of effective GHG mitigation actions already taken, provided a solid platform for this CAP.

5. Scope of this Phase II Report – The Residential and Business Sectors

Residential Sector

Cumberland is growing. As of the 2020 Census Cumberland has a population of 8,473, an increase of 1,262 or 18% since 2010. The 2019 American Community Survey indicated 2,878 households with an average of 2.9 people per household. Median income was \$111,890. 69% of adults have a college degree versus 32% for Maine as a whole. The poverty rate was 4.1%. Cumberland's residential GHG emissions were 52,373 in 2015, our baseline year.

There were 3,039 housing units in Town of which 67% were built before 1991. 33% or some 1,000 housing units are less than 30 years old. Consistent with Maine overall, about two thirds of Cumberland homes are heated with carbon-intensive fuels: 64% of households heat their homes with fuel oil, 15% with natural gas, 14% with propane, and the balance by wood, electricity and other. The average household used 10,889 kwh of electricity in 2020 (Central Maine Power data); total residential electricity use was 31.3 million kwh.

According to the Maine Department of Environmental Protection in 2020, there were 7,454 vehicles owned by Cumberland residents, i.e. 2.6 per household.

- 56% were light duty passenger trucks, 32% passenger cars and the balance commercial
- 99% had gasoline (96%) and diesel (3%) engines
- 1% were EVs
- the top three makes were Toyota (16%), Subaru (11%) and Ford (11%)
- the top selling model was the Toyota Rav4

The average household drove 14,722 miles in 2019 (Maine Department of Motor Vehicles data). Cumberland vehicles in 2020 were, on average, eight years old. Assuming an eight-year turnover, by 2050 we would potentially see four more car choices being made. This would provide opportunity to alter the mix of vehicles towards greater fuel efficiency, and more adoption of hybrids and electric alternatives.

As reflected in Phase I Report - Citizen survey revealed that Cumberland citizens are highly engaged in mission of sustainability and some key sub-elements. We can expect enthusiasm for elements of the recommendations in this Report. Taking action may be more challenging. As has been noted by researchers of behavioral economics, it is very difficult to achieve behavior change. Consumers need multiple sources of encouragement, for example, to switch to more prudent food consumption.³

³ NAS 2020: [A National Strategy to Reduce Food Waste at the Consumer Level](#)

Business Sector

According to the Maine Department of Labor, in 2020 Cumberland has 309 business establishments employing 1,292. The top five sectors by employment are:⁴

1. Administrative and waste services (222)
2. Professional and technical services (209)
3. Health care and social assistance (130)
4. Manufacturing (128)
5. Construction (127)

According to Central Maine Power, in 2020 the business sector consumed 6.2 million KWH of electricity. Based on modelling from the Greater Portland Council of Governments (“GPCOG”), Cumberland businesses likely occupied 6 million square feet of commercial space.

The CAPS estimates that the business sector emits annually in the range of 8,900 MTCO₂e or 13% of the 2015 baseline.

Beyond the above aggregate data, the Town at present has little additional information about the business sector, both as to individual GHG or actions already taken or planned to mitigate GHG emissions.

The CAPS did conduct a brief survey of 51 local businesses based on email addresses provided on the Business Directory section of the Town website. Only 6 responses were received with incomplete information provided in several cases.

Based on lack of knowledge about the activities of Cumberland businesses, the CAPS is not able to recommend any climate actions for this sector.

According to GPCOG, this dearth of information on the business sector is not atypical. To address the shortfall, some municipalities such as South Portland are now requiring annual GHG reporting by local business.

The Town Council may wish to consider taking such a step or perhaps commissioning a professionally administered survey.

⁴ Maine Department of Labor: Center for Workforce Research and Information

PART II: CLIMATE CHANGE MITIGATION GOALS

Cumberland's two Phase II Goals that the Town further promotes its unique brand of Sustainable Cumberland and appoints a Town Sustainability Coordinator to help do so; and are that its residents should be Carbon Neutral by 2050 – with the ambition to be Climate Positive.

Goal 1: Further promote its Unique brand of Sustainable Cumberland

To date, the significant accomplishments of the town in the direction of sustainability and climate change mitigation has been achieved through the year-on-year dedication of the Council and members of various Committees, including the Lands and Conservation Commission. There has been no separate budget provision for sustainability. Going forward, it is our view that the urgency and interconnectivity of the issue now merits the allocation of a budget for, and the appointment of, a dedicated staff resource of a Sustainability Coordinator. In the towns of Portland, South Portland, Windham, Westbrook and Scarborough, staff have been appointed that manage sustainability part or full time.

The Charter of the Climate Action Plan Subcommittee of the LCC mandates that the CAPS is dissolved at the end of calendar year 2021. The CAPS recommends that its Charter (see Appendix 3) be revised and extended and it transitions to become a permanent Sustainability Committee for the Town. The members of this Committee would work with the new Sustainability Coordinator to offer guidance and to technical support. In the immediate term, this permanent Sustainability administration will mean that there will be a central group responsible to ensure that the approved actions of the Climate Action plans are implemented; and newer issues are included - such as the Resilience Plan and the inclusion of town businesses.

At its January 2022 meeting, the LCC asked the CAPS to adopt a charter to continue its efforts as a Sustainability Subcommittee (SSC), that would be considered at its February meeting. This proposed Charter was approved and is attached as Appendix IV.

Goal 2: 50% GHG reduction of Cumberland residential footprint by 2030; Climate Neutral by 2050. Aspire to be Climate Positive by 2050.

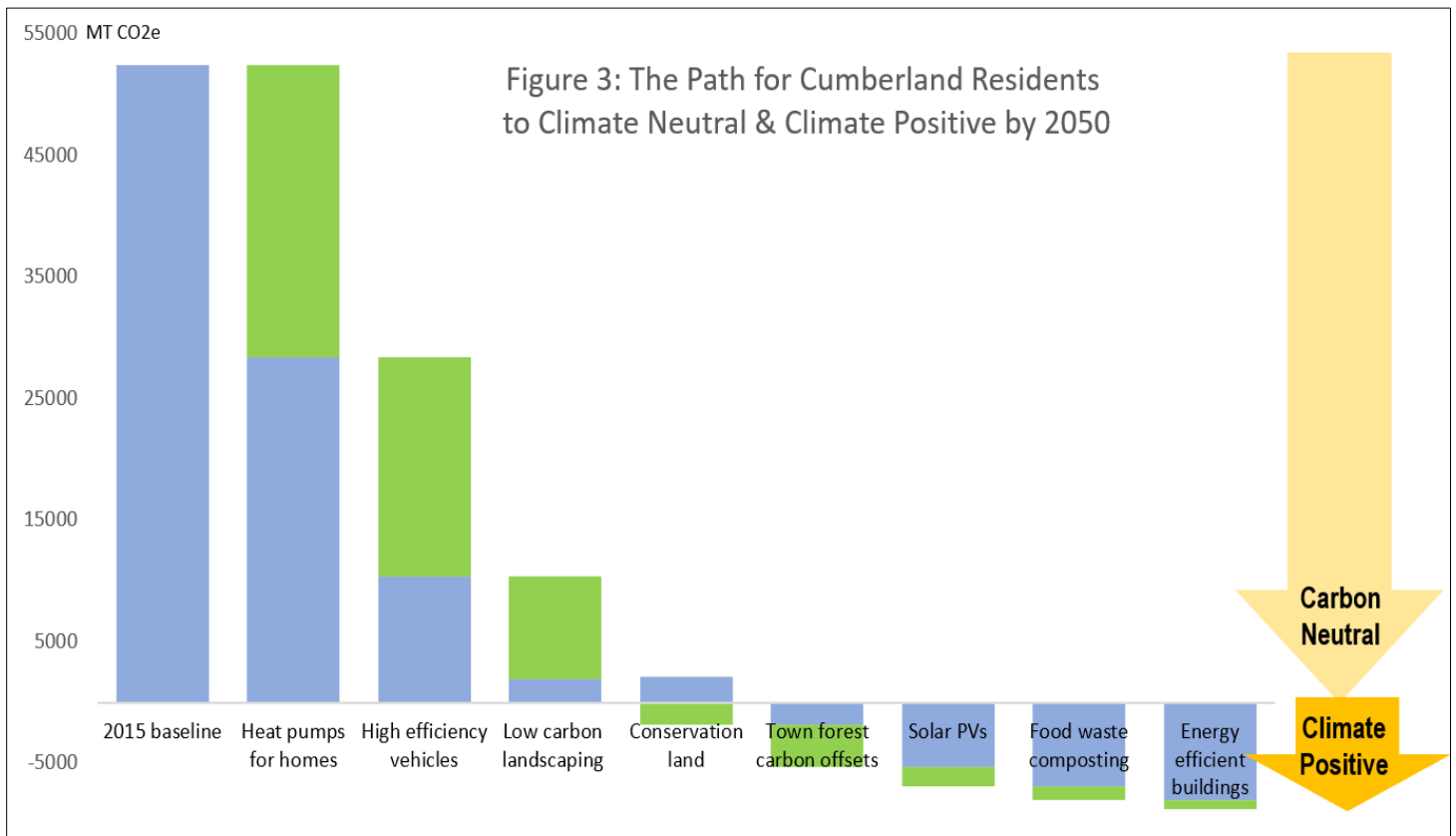
If all the 10 actions proposed in this report are implemented, and all 10 targets are met by 2050, the town as a whole will be Climate Neutral, i.e. its avoided carbon will equal its carbon emitted. However, residential carbon emissions could also become Climate Positive, in that they could be avoiding more than 8,000 MT CO₂e beyond what they emit. Our calculations show that the average household carbon footprint, which was 19.2 MT in 2015, had already dropped to 16.5 MT CO₂e in 2021. With the implementation of the action items in this Report we estimate that it will be -1.0 MT CO₂e in 2050. This is achievable, and this is our aspiration for 2050.

Moreover, households will be climate positive in that they will each be avoiding an average of one ton of carbon each year. See Table 1: Town Residents Household Carbon Footprint (average MT carbon per household) and Table 2: Impact of each Recommended Mitigation Action on Cumberland's Residential Carbon Budget.

Table 1: Cumberland Household Carbon Footprint (average MT carbon per household)		
2015	2021	2050 projected
19.2	16.5	-1.0

Table 2: Impact of each Recommended Mitigation Action
on Cumberland's Residential Carbon Budget

	2015 base	Heat pumps	Trans- port	Land- scaping	Land conser- vation	Forest offsets	Solar panels	Food Waste Comp- osting	Energy Efficient Buildings
GHG balance	52,373	28,378	10,378	1,878	(2,122)	(5,122)	(6,680)	(7,802)	(8,162)
Impact of action	52,373	24,000	18,000	8,500	4,000	3,000	1,558	1,122	810



PART III: ACTIONS & TARGETS TO ACHIEVE OUR GOALS

The ten proposed actions, or targets, presented below are provided in poster-like presentations on a common format. They can be viewed and communicated alone or as a set. However, the “whole” is greater than the sum of the individual targets, and many targets are interdependent. For example, keeping Casco Bay free of nitrates from residential landscape runoff (Target 3) will help build coastal resilience to sea-level rise and help restore native fish and fauna and preserve coastal property values (Target 10). Investing in heat pumps for home energy (Target 1) will help improve overall building energy efficiency (Target 8).

Two targets are not included in the carbon accounting here: Targets 9: Buy more locally grown food, and 10: Ensure the integrity of water quality of Broad Cove. We expect that once the carbon accounting research has been done, these targets will prove to be among the most important actions that can be taken by individuals as well as the Town.

This vision of Sustainable Cumberland will also invite – and depend on -- the active and informed civic participation of all the town residents. Attainment of these targets depends heavily on timely adoption of supporting actions by local homeowners, who generate an estimated 80% of community wide emissions, and by the Town’s ability to offer incentives for them to do so, such as through a “Community Carbon Bank.” It also depends heavily on the Town’s commitment to coordinate these activities by appointing a dedicated Sustainability Coordinator.

Some of these actions can start now.

Converting residential home energy use to electric heat pumps is the most important step Cumberland residents can take to reduce their own and the town’s GHG emissions, see Target 1. Efficiency Maine and others currently provide financial incentives to homeowners to adopt more climate friendly practices such as weatherization and use of air source heat pumps for heating and cooling.

Residents can benefit from Maine's renewable portfolio standard for electricity, which is consistent with a carbon neutral goal by 2050. Individual residents can also invest in electric vehicles and in heat pumps for their homes. These technologies are available now and are generally affordable.

The Town could consider sale of excess (beyond that needed for the CAP as above) forest carbon offsets to voluntary markets and returning some or all of proceeds to Cumberland residents to subsidize purchase of carbon free technologies such as air source heat pumps and renewable energy. Use of forest carbon offsets in attainment of Phase I goal (Town and MSAD 51) should be limited to 20% of 2015 baseline emissions or approximately 725 MT CO₂e annually. It is quite likely that carbon sequestration of Town-owned forest land (estimated at 1,000 acres) will substantially exceed that amount.

1. Reduce GHG emissions from home energy use – promote heat pumps (-24,000 MT GHG)	
WHY SHOULD WE CARE?	
In the world	Residential energy accounts for 11% of all global GHG emissions (2020). ⁵
In the USA	Roughly 20% of US energy-related greenhouse gas (GHG) emissions stem from heating, cooling, and powering households. If considered a country, these emissions would be considered the world's sixth largest GHG emitter, comparable to Brazil and larger than Germany. ⁶
In Maine	~2/3 of Maine households are heated with carbon-intensive fuel oil. ⁷ Heating, cooling, and lighting of buildings are responsible for almost one-third of Maine's GHG emissions. Maine can reduce GHG by modernizing our buildings to use cleaner energy, increasing energy efficiency, and utilizing lower-carbon building materials. ⁸ Governor Mill's January 2020 program <i>Lead by Example</i> encourages state and local communities to prioritize energy efficiency in their building codes and procurement practices
In our Town	Home heating makes up the largest percentage of Cumberland's GHG emissions. There are now viable alternatives to obtain 100% home energy from electricity. As the grid greens, this heating will emit zero GHG emissions.
WHAT HAVE WE ALREADY ACCOMPLISHED IN THIS AREA?	
	More than 70,000 homes in Maine have already installed heat pumps, including more than 20,000 in 2021. These systems operate at full capacity as low as -15 F, and are often installed as the only heat source in homes. Further, in the last year Efficiency Maine has been rebating energy efficient heat pumps 10 to 1 over high efficiency boilers, showing their growing popularity.
	High efficiency heat pumps provide year-round comfort at a lower cost than fossil fuel alternatives. Running heat pumps on electricity means that, as our grid becomes greener, so does the heating and cooling of your home. Efficiency Maine offers rebate incentives for Maine residents to make the switch. "The first upgrade we made after purchasing our house was to install heat pumps throughout our home to replace our 20-year-old forced hot water system and oil boiler. The cost of electricity to run the heat pumps is less than what we paid for oil deliveries our first winter in the home, and we are keeping the temperature at a much cozier 68 degrees all winter long. The best part is our heat pumps also provide cooling all summer long and are twice as efficient as a window AC unit! Our entire home stays comfortable at a reasonable cost year-round." - Cumberland Resident Elizabeth Love.
RECOMMENDATION: REDUCE GHG EMISSIONS FROM HOME ENERGY USE – PROMOTE USE OF HEAT PUMPS	
Our Town is committed to zero GHG by 2030, and almost zero GHG from electricity	
	<ul style="list-style-type: none"> Deploy high efficiency air source heat pumps for air conditioning in summer and to supplement/ reduce use of oil/natural gas furnaces in winter. Assuming 80% adoption overall,⁹ this action can avoid an estimated 24,000 MT GHG -- potentially the largest single action that can be taken to reduce to residential and commercial GHG emissions.

⁵ <https://ourworldindata.org/ghg-emissions-by-sector>

⁶ [The carbon footprint of household energy in the U.S.](#) PNAS 2020

⁷ [The carbon footprint of household energy in the U.S.](#) PNAS 2020

⁸ Maine Won't Wait, p11, 47-52

⁹ We assume here that industrial scale heat pumps would be added to Town and MSAD 51 buildings to take on at least 80% of the heating load of such buildings, with natural gas supplementing in colder weather; and that heat pumps are installed in 80% of homes and businesses by 2050. We assume that the grid decarbonizes as per the State Climate Change targets, see "A Note on Target-Setting", page 7 above.

HOW CAN RESIDENTS HELP?

- Learn more about the benefits of high efficiency heat pumps for heating and cooling your home at Efficiency Maine. They have rebates up to \$1,200 for high efficiency systems.
- Consider installing one or more high efficiency mini-split heat pumps to either replace or supplement current heating and cooling systems in your home.
- If you already have heat pumps installed, share your experience with your friends and neighbors.

2. Reduce GHG from transport (-18,000 MT GHG)

WHY SHOULD WE CARE?

In the world	16.2% of all GHG (2021). ¹⁰
In the USA	29% GHG (2019). It is the largest contributor of all sectors. ¹¹
In Maine	54% GHG (2017), an increase from 1990 (44%). Maine's relative GHG from this sector is high compared to the global % as it does not have a large manufacturing sector, has spread out geographies and limited public transportation. ¹² Maine's 2030 GHG reduction goals assume a 5x increase New Light-duty Electric Vehicles (EV) sales, and a range of public investments to reduce our reliance on fossil fuel for transport. ¹³
In our Town	37% GHG (2015) – 24,500 MT per year. Eliminating this will require action from the Town and School district, but mostly from individual residents.

WHAT HAVE WE ALREADY ACCOMPLISHED IN THIS AREA?

	<ul style="list-style-type: none">• Our Town is committed to zero GHG by 2030, including for most vehicles• In 2015, Town and School GHG emissions were 850 MT GHG. By 2020, Fuel efficiency had reduced this by 100MT to 750MT!• The Town and School have accepted a target of carbon neutral transport. They plan to reduce transport GHG by 2030 by another 100MT and to offset the rest with forest carbon offsets.• Plans to phase in hybrids and EVs for Town new car purchases: avoid 100 MT GHG• Approved the CAP proposal to phase in EV school buses and avoid >400 MT GHG!• Cumberland's police department has acquired a new new Hyundai Ioniq Electric Vehicle sedan (EV) – this on top of its two hybrid-electric Ford Interceptor frontline police cruisers that were already in operation. Police Chief Charles ("Chip") Rumsey noted: "The [EV and hybrids] have worked well for my team. They perform as reliably and safely as the standard vehicles, with the added benefit of less cost and time spend on refueling and fewer tailpipe and GHG emissions, particularly from idling. Right now, two of our four frontline police cruisers, so 50%, are hybrids. I look forward to continuing to transition 100% of our fleet over time, on our planned purchase schedule."¹⁴
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RECOMMENDATIONS: UPGRADE TO HIGH EFFICIENCY VEHICLES SUCH AS PLUG IN HYBRIDS AND ALL ELECTRICS (FOLLOW THE EXAMPLE OF THE TOWN)

	<ul style="list-style-type: none">• Once the town adopts EVs for fleets, particularly for school buses, these can potentially add renewable power back into the grid and be paid for doing so. School buses are essentially mobile mini-power plants with known schedules. Maine is a member of the New England Independent System Operator grid (ISO-NE),¹⁵ which has stakeholder processes to determine the rules of electricity markets. The CAPS recommends that the Town explore whether the school district could be paid for services its electric buses provide to the grid.• Transportation GHG from Cumberland businesses and residents was 23,650 MT (2015). These groups should adopt the same ambition as the Town and School System, but by 2050. This would mean potentially up to 100% carbon neutral transportation.• Residents and businesses should upgrade to high efficiency vehicles such as plug in hybrids and all electrics.• This action could avoid 18,000 MT GHG per year from residential GHG emissions, the second largest action residents can take.
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¹⁰ <https://ourworldindata.org/ghg-emissions-by-sector> Definition includes cars, trucks, commercial aircraft and railroads.

¹¹ <https://www.epa.gov/greenvehicles/fast-facts-transportation-greenhouse-gas-emissions>

¹² LCC CAP Phase 1 report – as are all data about the Town and Maine

¹³ Maine Won't Wait 2020, p 10, 107

¹⁴ See "[Cumberland's Blue is Going Green](#)", accessed February 10 2022

¹⁵ <https://www.iso-ne.com/>

HOW CAN RESIDENTS HELP?

- Get educated about fuel efficient (and safer) driving.
- Carpool where you can. Plan your trips to minimize your personal miles traveled.
- If you are buying a new vehicle, consider the new hybrid and electric technologies
- Use the School buses, especially once they migrate to EVs!!
- Become educated about, and advocate for, the new plans to supplement the greater Portland transportation infrastructure with trains, buses and cycle routes.

3. Adopt ecologically productive landscaping practices (-8,500 MT GHG).¹⁶

WHY SHOULD WE CARE?

In the world	Plants are central to a functioning global ecosystem. Plants oxygenate the atmosphere and reduce atmospheric pollutants. Ecological restoration in both developed and developing countries is a primary strategy for mitigating the impacts of climate change. Native plant communities are not only key to the global ecosystem, but also crucial to environmental and human health at the residential and neighborhood scales.
In the USA	Urbanization has fragmented what were ecologically-productive landscapes. The Audubon Society estimates that the continental U.S. has lost 150 million acres of wildlife habitat and farmland to urban sprawl over the last century. American lawns cover an area roughly the size of Florida, making grass the most common irrigated plant in the country . And all that grass comes with an environmental cost. Lawn fertilizer high in nitrogen and phosphorus winds up in surface and ground water, entering waterways of all sizes. To keep weeds at bay, homeowners deposited around 59 million pounds of pesticides onto their residential landscapes in 2012. ¹⁷ Both fertilizer and pesticides leach into the waterways and affect water quality and fauna and fish. These pesticides also potentially expose children and pets to harmful chemicals. This irrigation consumes about 7 billion gallons of water a day, a third of all residential water consumption . Roughly half of that water is wasted because of runoff, evaporation or overwatering. Equipment used for mowing, edging and leaf blowing mostly powered by gas emitted 26.7 million tons of pollutants into the atmosphere in 2011. Those emissions contribute to climate change. ¹⁸
In Maine	Maine is experiencing more frequent rainfall events and floods associated with climate change. These are eroding residential land and topsoil. Sustainable residential landscaping practices can help build a network of productive landscapes. Native plants can regenerate sustainable plant communities and reconnect fragmented ecosystems in residential areas. Creating a network of productive ecosystems supports the biodiversity essential to our food web and boosts human health and well-being by bringing nature's benefits right to residential yards and outdoor spaces. ¹⁹
In our Town	"More native trees, shrubs, and flowers; less lawn." This phrase might serve as helpful guidance as homeowners consider landscaping decisions. Traditional turf lawns are quite demanding of resources to mow and maintain, while limiting food for native insects, birds, and other wildlife; in addition, the compacted, shallow roots of most lawns contribute very little to the absorption and filtering of rainwater. By contrast, native groundcovers, flowering plants, shrubs, and trees absorb and filter groundwater and provide food and shelter for pollinating insects and the wildlife that depends on them. Trees capture and store carbon and provide a helpful buffer against the heaviest rainfalls that have become more common with climate change. Well-situated native plants add interest to your landscape and are less costly to maintain.

WHAT HAVE WE ALREADY ACCOMPLISHED IN THIS AREA?

	"Learning that even small changes in landscape practices can make a difference has been very empowering and hopeful. Adjusting my garden aesthetics to native plants, shrubs, and trees has been a positive process of discovery with immediate benefit to pollinators and birds! I encourage everyone to try some of the recommended actions." Sukie Curtis
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¹⁶ This item should be read alongside Target 10: ENSURE THE INTEGRITY OF WATER QUALITY OF BROAD COVE.

¹⁷ EPA data

¹⁸ <https://www.nytimes.com/2019/04/10/climate/climate-newsletter-lawns.html>

¹⁹ <https://dirt.asla.org/2017/08/21/new-guide-restoring-ecological-landscapes-at-home/>

RECOMMENDATION: ADOPT LOW-CARBON LANDSCAPING PRACTICES

- Homeowners can make positive contributions toward a more Sustainable Cumberland by adopting lower carbon, more resilient landscaping practices. Even those with very small properties can make a difference. This could avoid 8,500 MT CO₂e per year.
- The Town can set aside, in its LCC budget, \$5,000 per year for incentives to homeowners who pilot demonstration projects of sustainable landscaping practices. After a two-year pilot, the proposed Sustainability Subcommittee (SCC) would evaluate and adjust as needed.
- Creative other ideas should be considered.²⁰

HOW CAN RESIDENTS HELP? PRACTICES FOR CUMBERLAND HOMEOWNERS TO CONSIDER

- If you have a lawn: mow less frequently and raise your mower to at least three inches. Where possible, phase out gas-powered mowers in favor of electric. Eliminate the use of gas-powered leaf blowers, which are especially high emitters of greenhouse gases and other pollutants.
- Reduce or eliminate the use of lawn fertilizers that are harming Cumberland's coastal waters.
- Use native ground covers, ferns, or flowering plants to replace turf lawn around the bases of trees. Look for other areas of your yard where lawn could be converted to meadow or to an area for native shrubs and trees. Leave mature trees in place and include saplings for the future.
- Add native trees to your yard. Native species of oaks, birches, maples, cherries, and aspens excel at capturing and storing carbon in their wood and roots; absorbing and filtering rainwater; and providing essential food for beneficial insects and the birds that depend on their larvae. "Leaving the leaves" in parts of your yard gives shelter to wildlife and helps to replenish the soil.
- Reduce watering with potable water. Reduce the frequency of watering; re-use rain or suitable grey water. Use rain barrels to store water for later use.
- With increasing rainfall, learn about [stormwater management](#): Help excess water slow down, soak in, and reduce erosion by creating a rain garden, swale, or vegetated buffer. A "rain garden" consists of moisture-loving native shrubs and plants in a naturally low area to reduce run-off from heavy rainfalls.²¹ Use native shrubs and other plants instead of traditional "foundation plantings."
- Look for creative neighborhood projects that could include renters and non-property owners, like planting a community pollinator garden or a small grove of trees on common property.

²⁰ Some examples are: the Town could sponsor bulk tree purchases and residents can purchase trees at a discount. The Sustainability Coordinator could encourage resident "bee-keeper" volunteers to look after town-planted trees.

²¹ <https://extension.umd.edu/resource/adapting-your-garden-impacts-climate-change>

4. Support 30X30 goal of conserving 30% Cumberland's lands by 2030 (–4,000 MT GHG)	
WHY SHOULD WE CARE?	
In the world	Along with 50 other world leaders, President Biden has aligned with an international country effort to protect from development of 30% of nationally-owned lands by 2030. ²² Honoring our existential interdependence will require what humanitarian Albert Schweitzer termed a “reverence for life.” Indigenous cultures have nurtured this way of being over millennia, but it is largely absent in the dominant culture today. Reclaiming that view will be central to the 30x30 effort. “This step toward sustained coexistence with the rest of life,” the naturalist E.O. Wilson once wrote, “is partly a practical challenge and partly a moral decision.”
In the USA	In the USA, this 30x30 commitment is part of the Biden Administration's <i>America the Beautiful</i> initiative. ²³ The Initiative can help secure a massive natural carbon sink, while stabilizing those areas to continue to produce sequestration benefits, for example to reduce the intense destructiveness of western wildfires. The natural world provides critical resources that sustain all life on Earth including human life - from the air we breathe and the water we drink, to the food we eat and the ecosystem services that counteract the damaging impacts of climate change.
In Maine	Maine currently has approximately 20% conserved lands or about 4 million acres. <i>Maine Won't Wait</i> , the State's Climate Action Plan calls for an increase of the total acreage of conserved lands in the state to 30% by 2030, through voluntary, focused purchases of land and working forest or farm conservation easements. ²⁴
In our Town	Build on goals of the 2009 Comprehensive Plan such as preserving Cumberland's open spaces, scenic beauty and rich agricultural heritage
WHAT HAVE WE ALREADY ACCOMPLISHED IN THIS AREA?	
	The total conserved land in Cumberland is estimated to be in the range of 3,100 acres or 22% of the Town's land area. This is a higher ratio than any of our peer towns. Current programs include (acres in parenthesis): Town acquired (985), Town open space (260), Tree Growth (1,440) and Chebeague and Cumberland Land Trust (405).
RECOMMENDATION: SUPPORT 30X30 GOAL OF CONSERVING 30% CUMBERLAND'S LANDS BY 2030 (APPROXIMATELY 1,000 ADDITIONAL ACRES)	
Support 30X30 goal of conserving 30% Cumberland's lands by 2030	
	<ul style="list-style-type: none"> Conserving 30% of Cumberland's land would require additional 1,100 acres conserved by 2030. This is the fourth strongest action residents can take to avoid GHG emissions and would avoid 4,000 MT GHG per year.

²² [High Ambition Coalition for Nature and People](#). The [2020 report of the Congressional Research Service](#) notes that the national average of federally owned land in the US is 27%, this is higher in Alaska and western states. In Maine 1.5% of the state, 301,000 acres, is federally owned.

²³ <https://www.americanprogress.org/article/nature-loss-threatens-americas-best-defense-against-climate-change/>

²⁴ *Maine Won't Wait*, page 76.

HOW CAN RESIDENTS HELP?

- Cumberland’s new Conservation Subdivision Ordinance should provide a steady increase to Town open space as new housing developments are brought forward. The Ordinance requires that each new residential development set aside and protect 50% of the land as open space. Residents can support the Planning Board, which has an important role in facilitating this type of development.²⁵
- Residents can support the Forestry Subcommittee in its education and outreach programs to large landowners. If they own forest land, residents can join conservation programs such as Tree Growth and Tree Farm. Tree growth for example requires a forest management plan prepared by a Licensed Maine Forester. The plan highlights the benefits of exemplary silviculture and frequently leads to landowners opting into more permanent forms of protection such as conservation easements or will directives.
- Residents can donate conservation easements on land they own and also provide financial support to the conservation efforts of the Chebeague and Cumberland Land Trust.

²⁵ NOTE: Tree growth and Town lands are not permanently protected unless a permanent conservation easement, a binding grant agreement, or similar document also exists.

5. Buy low-cost carbon offsets from Town owned forest lands (–3,000 MT GHG)	
WHY SHOULD WE CARE?	
In the world and in the USA	Carbon dioxide (CO ₂) is the largest source of GHG emissions. It can be reduced in two primary ways: Mitigating, by reducing the source of emissions such as changing from a propane to heat pump water heater; and Offsetting, by acquiring the right to processes that reduce emission elsewhere such as methane destruction at landfills. Carbon offsets can be a critical component of a climate action plan where the mitigation solutions are not readily available using today's technology. Examples include concrete manufacturing and airplane fuel.
In Maine	Maine's forest coverage is 89% of the state. Overall, the state's forests sequester 75% of the state's annual carbon emissions. <i>Maine Won't Wait</i> , the recently adopted climate action plan for our State, plans to use carbon offsets to cover 20% of GHG emissions to achieve carbon neutrality by 2045. The bulk of these offsets is expected to be drawn from natural systems such as salt marshes and forests.
In our Town	The Town's forest coverage is 22% of its land area. Cumberland's forest on town-owned land sequesters more carbon than currently emitted by the Town and MSAD 51 on an annual basis.
WHAT HAVE WE ALREADY ACCOMPLISHED IN THIS AREA?	
	Phase 1 of Cumberland's CAP will use offsets to cover 20% of baseline emissions to become carbon neutral by 2030. This approach takes into account that mitigation solutions are not readily available for some uses such as heavy-duty trucks and heating 100% of municipal buildings.
	The CAP will make use of the 975 acres of forest that the Town now owns outright. As part of their natural growth cycle, forests sequester carbon from the atmosphere and store it in the new wood they add each year. The Town Forester estimates that because of their age, species and health the town forests currently sequester between 3,000 – 4,000 MTCO ₂ e per year. Like the State, Cumberland plans to use these forest carbon offsets to cover 20% of its baseline GHG emissions or 750 MTCO ₂ e. To do so, it will set aside 225 acres as a forest carbon reserve until 2050 and conduct no timber harvests until after that date.
	"We celebrate the dual milestones of carbon neutrality and this \$100 million solar project in western Maine," said Bowdoin College President Clayton Rose in 2018. Bowdoin achieved carbon neutrality in part by purchasing carbon offsets from local projects such as a methane-capture facility at a landfill in Berlin, NH.
RECOMMENDATION: TOWN SHOULD MAKE AVAILABLE SURPLUS CARBON OFFSETS FROM ITS OWN FORESTS AND OFFER THEM TO HOMEOWNERS AT DISCOUNTED PRICE	
	<ul style="list-style-type: none"> As shown above, the CAPS estimates that the average Cumberland household emits 20 MTCO₂e of GHG emissions per year. 20% or 4 MTCO₂e per year could be offset by setting aside 1 acre of town-owned forest. The requested action is for the Town Council to initiate a program to make available forest carbon offsets from Town-owned forest at the discounted price of \$5 per MTCO₂e, renewable annually and with a limit of 4 MTCO₂e per household. 50 acres would be set aside as a forest carbon reserve for this purpose for a three-year trial period and revised as needed after that time.
HOW CAN RESIDENTS HELP?	
	<ul style="list-style-type: none"> Residents can reduce their personal carbon footprint by purchasing low-cost forest carbon offsets from the Town, thus supplementing its revenues. The current open market price of carbon offsets is \$10 per MTCO₂e.²⁶

²⁶ <https://terrapass.com/product/personal-carbon-offset-grouped>

6. Install low cost photovoltaic (PV) solar panels (-1,600 MT GHG)	
WHY SHOULD WE CARE?	
In the world	41% of all GHG (2021). ²⁷
In the USA	25% of all GHG (2019). ²⁸
In Maine	Heating, cooling, and lighting of buildings are responsible for almost one-third of Maine's GHG emissions. Maine can reduce GHG by modernizing our buildings to use cleaner energy, increasing energy efficiency, and utilizing lower-carbon building materials. ²⁹ Governor Mills's January 2020 program <i>Lead by Example</i> encourages state and local communities to prioritize energy efficiency in their building codes and procurement practices, including energy efficient lighting and lighting retrofits.
In our Town	15% of all GHG (2015 baseline)
WHAT HAVE WE ALREADY ACCOMPLISHED IN THIS AREA?	
	<ul style="list-style-type: none"> • In 2018 the Town Council accepted the winning proposal put forward by Revision Energy of Portland, ME to construct a 475-kilowatt PV solar farm at Cumberland's capped landfill off Drowne Road. Annual production is estimated to be 617,518 kWh. • The solar farm was sized to meet the bulk of Town Government's annual electricity needs and consists of 1,376 solar panels occupying approximately 4 acres. • By siting the solar farm on the capped landfill, the Town converted waste land to a substantial investment in productive infrastructure for the benefit of the entire community. Further, the solar farm only occupies a portion of the full 10 acres of the capped landfill, leaving the balance free for other infrastructure or recreation projects that make sense down the road. • Taxpayers stand to reap more than \$2 million savings over the 40-year life of the project. The Town is currently paying more than 9 cents per kilowatt hour for electricity. It is estimated that the levelized cost of electricity from this project will be in the range of 5 cents per kilowatt hour. Further, this cost will be locked in and sheltered from inflation and spikes in electricity prices. • Compared to taking the standard offer from Central Maine Power, the Town would reduce its CO₂ emissions by approximately 182 MT CO₂e per year. This is the equivalent of taking 40 cars off the road. Other pollutants, for example sulfur dioxide - one of the prime contributors to acid rain, will also be reduced. • In 2020 Town Council adopted a state-of-the-art ordinance for installation of solar energy systems. The Drowne Road PV solar project "turned a brownfield to greenfield," said Eric Fitz, Cumberland resident and member of the Climate Action Team.

²⁷ <https://www.planete-energies.com/en/medias/close/electricity-generation-and-related-co2-emissions>, viewed Jan 23 2022

²⁸ <https://www.epa.gov/ghgemissions/sources-greenhouse-gas-emissions>

²⁹ Maine Won't Wait, p11, 47-52

RECOMMENDATION: INSTALL LOW-COST PV SOLAR

- Our Town is committed to zero GHG by 2050 from all sources including electricity use. This action could avoid 1,600 MT CO₂e per year
- According to the U.S. Energy Information Administration, the average Maine homeowner consumes approximately 530 kilowatt hours (kwh) per month at a cost of \$0.16 per kwh. The average monthly cost is approximately \$85.
- PV solar is best suited to buildings with a south facing roof that is completely shade free. Sites with less favorable conditions can sometimes be accommodated with ground mounted panels or other techniques but affordability declines as a result.
- For those with an optimal site, a PV solar system costing approximately \$9,750 would be needed to supply all of the 530 kwh needed. The equipment is very reliable and has a 25-year warranty for most parts.
- Currently the cost of PV solar electricity is approximately \$0.08³⁰ per kwh – half the cost of utility supplied electricity for homeowners.

HOW CAN RESIDENTS HELP?

- Contact a local solar installer for an estimate based on your needs and particular site.
- Act quickly to take advantage of state and federal rebates and tax credits.

³⁰ Different methods of electricity generation can incur significantly different costs, and these costs can occur at significantly different times relative to when the power is used. For an apples-to-apples comparison, the best metric is the levelized cost of electricity (LCOE). LCOE includes the initial capital, and the costs of continuous operation, fuel, and maintenance as well as the costs of de-commissioning and remediating any environmental damage. These costs are levelized over the 25-year warranty period. Assumptions are 22% federal tax credit, 2% real cost of capital, installation cost of \$2500 per kw, generation of 1200 kwh per kw.

7. Decrease food waste through composting (- >1100 MT GHG).³¹

WHY SHOULD WE CARE?

In the world	<p>17% of total global food production may be wasted, mostly from households (11% in households, 5% in food service and 2% in retail).³²</p> <p>Food waste causes ~8% of all global GHG emissions. If GHG emissions associated with food loss and waste were compared to a country, it would be the third largest emitter after China and USA.³³</p> <p>One ton of edible food results in ~2.5 tons of full lifecycle carbon dioxide emissions.³⁴</p> <p>Reducing food waste increases food availability and food insecurity. It reduces degradation of land, forest and sea resources. It saves money spent to haul, tip and treat food waste. It reduces related environmental costs from GHG and SO₂ emissions.³⁵</p>
In the USA	<p>30-40% food produced in the USA is never eaten – a \$160B value.³⁶ This in a country where >10% of our population are food insecure.</p> <p>Other states are stepping up! In 2020, the state of Vermont law banned disposal of food scraps in the trash or landfills, including from all households.</p>
In Maine	<p>>90% food waste is landfilled, but >11% Mainers are food insecure – the highest in New England.³⁷</p> <p>Maine Climate Action Plan 2020: “Reducing food waste that contributes to Maine’s greenhouse gas emissions is an important aspect of a strong local food system.”³⁸</p>
In our Town	<ul style="list-style-type: none"> Food waste is 40% of all waste in Cumberland, the largest portion of the Town’s total waste.³⁹ If 80% of our current food waste was composted, it would avoid the equivalent 1,122 mt CO₂e.⁴⁰

WHAT HAVE WE ALREADY ACCOMPLISHED IN THIS AREA?

- Cumberland uses the [Save as You Throw \(SAYT\) system](#), (also called Pay as You Throw (PAYT)), which provides an incentive to residents to reduce trash to landfill.
- MSAD 51 was providing food composting in all cafeterias (stopped because of COVID)
- 17% of households (500 households) use the weekly curbside food compost pickup, Garbage to Garden. In 2021, they collected an average ~2.4 tons of compostables per Cumberland household per week: ~124.8 tons/year. Cumberland residents using this program have already avoided ~310 tons of CO₂e!⁴¹
- CAPS reached out to the Sen. George J. Mitchell Center for Sustainability Solutions at the University of Maine. Going forward, we will work with their Maine Food Waste Solutions team..
- Sukie Curtis, longtime Wildwood resident, helped bring Garbage to Garden service to Cumberland Foreside: “I grow a few vegetables at home and make a point of buying our produce and eggs from local farmers. I try to buy only what we will eat, but it’s good to know that all our food waste goes to compost, where it helps grow more food!”

³¹ This item should be read alongside Target 9: BUY MORE LOCALLY GROWN FOOD

³² <https://www.unep.org/resources/report/unep-food-waste-index-report-2021>

³³ [Save Food for a Better Climate](#), FAO 2017

³⁴ FAO, 2015: [Food Wastage Footprint: Impact on Natural Resources](#).

³⁵ NYSEDA 2017: [Benefit-Cost Analysis of Potential Food Waste Diversion Legislation](#)

³⁶ <https://www.maine.gov/environment-and-outdoors/2021-09-20/why-food-waste-may-be-one-of-the-most-pressing-climate-issues-facing-maine>

³⁷ <https://www.pressherald.com/2021/10/03/pandemic-highlights-food-insecurity-in-maines-tribal-communities/>

³⁸ https://climatecouncil.maine.gov/future/sites/maine.gov.future/files/inline-files/MaineWontWait_December2020.pdf P 64.

³⁹ Public Works estimates, August 2021, Bill Shane.

⁴⁰ Calculated by taking a medium range of pounds of food waste per household (NRDC) x 2.5 MT CO₂e per MT food waste (One Climate Report p124) x 80% of 2802 households.

⁴¹ Based on [EPA Warm model](#) and data from Garbage to Garden. Portland/South Portland One Climate Future, 2021, page 124 and 125. Food waste is sent to the Exeter (Maine) Agri-Energy anaerobic digester to create sustainable electricity, farm fertilizer, and animal bedding for dairy cows at Stonyvale Farm.

RECOMMENDATION: SUPPORT FOOD WASTE COMPOSTING

- Alongside communities like Portland and South Portland, the CAPS recommends that Cumberland set a target to reduce organic waste in our trash streams by 80% by 2050, and avoid 1,122 MT CO₂e vs its 2015 baseline.
- The Town Council could consider additional enabling regulations like SAYT, to further incentivize businesses and residents to eliminate food waste. Other supporting activity should include offering a town food recycling facility (see next bullet); working with [Garbage to Garden](#) and other vendors to increase curbside pickup; actively communicating about food literacy through town communication channels like The Crier and through MSAD 51; continuing to support our town Food Pantry; expanding food waste recycling by households, businesses, and organizations throughout the town, and actively engaging with Maine programs and peer communities.⁴²
- CAPS proposes to add food waste to the Town's current composting of brush and yard waste (\$50-80,000 capital expense, recouped in <2 years).⁴³ Eliminating 100% of town food waste from landfill can avoid an estimated annual 680 tons of food waste and save \$52k waste disposal costs. Together with curbside composting, residents have the opportunity to avoid an estimated 400 tons of CO₂e and sequester an additional 93 tons. Together, we can potentially create an incremental GHG benefit of 493 tons of CO₂e.

HOW CAN RESIDENTS HELP? A HIERARCHY OF ACTIONS

1. Reduce what you source (the easiest and most important action!): Buy only the food you need and will consume.
2. Reuse and/or Redistribute: Donate suitable unused food to the [Cumberland Community food pantry](#); or as livestock feed. Have a weekly "clean out the refrigerator" day and make a meal with all the leftovers.
3. Recycle/ compost and regenerate: Eliminate or radically reduce your use of your in-sink disposal, this will avoid about 10 kg/capita/year of household food waste.⁴⁴ Compost all your household food waste at home; or through our local food composting service; or by supporting our proposal for our town to invest in a food composting facility.

⁴² One Climate Future p125

⁴³ The Town is considering good ways to compost food – either a farm based [Total Mix Ration \(TMR\)](#) system, or a Tub Grinder. The latter is ~\$80k. The TMR could reduce costs to \$35-\$50k, and grants may be available for half of this. The TMR process would involve food scraps being mixed directly into the existing horse manure pile, dropped around the pile and mixed into the manure while it awaits composting. The compost and manure-laden food waste are mixed in the TMR and no additional screening is needed. Farmington and Readfield have very successful programs. Bill Shane and his team will visit this Spring.

⁴⁴ [UNEP Food Waste Index Report 2021](#), p48

8. Adopt the 2021 IECC “stretch” energy efficiency goal for new construction (–800 MT GHG).⁴⁵

WHY SHOULD WE CARE?

In the world	Buildings are responsible for about 40% of all GHG emissions. Reversing climate change simply can’t happen without addressing the efficiency and carbon emissions from our buildings . ⁴⁶ The International Energy Conservation Code (IECC) addresses energy efficiency, including cost savings, reduced energy usage, conservation of natural resources and the impact of energy usage on the environment. The 2021 Code has been issued. ⁴⁷
In the USA	Once the model code is issued, it’s up to cities and states to adopt it . ⁴⁸ The IECC is used by more than 40 states, although not all are using the latest version. It also is recognized by the Department of Energy (DOE) and cited in federal law. DOE data: energy codes with modest updates over the years could save consumers \$126 billion on their utility bills from 2010 – 2040 and avoid 841 million MT GHG - equivalent to the GHG emitted by 177 million passenger vehicles driven for one year or the CO ₂ e emissions from 245 coal power plants for one year. ⁴⁹ Building codes are the most powerful tool that states and towns have available to them to require higher levels of performance from new buildings. Massachusetts was an early adopter of the stretch energy code: 278 municipalities, covering some 85% of the MA population, have adopted the stretch code (Nov 2019).
In Maine	All towns within the State of Maine are obligated to adopt as a minimum, the base Maine Uniform Building and Energy Code (MUBEC). Stretch energy codes are optional. In July 2021, the MUBEC (and the town of Cumberland) adopted the 2015 IECC. This is 24.9% more energy efficient than the 2009 IECC. Municipalities can now choose to adopt the 2021 IECC stretch code The towns of Portland and South Portland have done so; Falmouth and Yarmouth are considering it. The stretch code is estimated to improve energy efficiency by 4.3% over the current code and have paybacks of 1 year for commercial buildings and 2-3 years for residences.
In our Town	The 2021 IECC will eventually become the base code. Adopting it now would set the town of Cumberland apart as a leader in sustainability. For the average Cumberland household, the first-year energy cost savings is \$978 of annual utility bill savings (or a 30-year overall savings of \$23,772). It will also reduce statewide CO ₂ emissions equivalent to the annual CO ₂ e of 85,810 cars on the road (1MMT CO ₂ = 217,480 cars driven/year).

WHAT HAVE WE ALREADY ACCOMPLISHED IN THIS AREA?

	According to the Greater Portland Council of Governments, the stretch code matters to Cumberland businesses and residents because the Code further reduces costs to consumers by assuring buildings meet advanced levels of energy efficiency, thereby reducing utility bills. MUBEC reduces energy costs and dependence on heating oil. CAPS member and Cumberland resident, Jesse Lamarre-Vincent, and his wife retrofitted their 230-year-old home with heat pumps and solar panels and say that their “home is more comfortable with heat pumps and the savings will be around \$700 or more on average per year over the life of both systems.” Assuming electricity costs will increase over time, this savings estimate will likely increase in response.
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⁴⁵ A “stretch” energy code is an alternative to the base energy code that must be adopted by all towns within the State of Maine (base code in Maine is called MUBEC, or the Maine Uniform Building and Energy Code). Base energy codes are required to be adopted and enforced, while stretch energy codes are optional for communities to adopt.

⁴⁶ <https://www.nrdc.org/experts/lauren-urbanek/better-energy-code-holiday-gift-planet>

⁴⁷ <https://www.nrdc.org/experts/lauren-urbanek/2021-energy-code-final-and-more-efficient-ever>

⁴⁸ https://cdn-web.iccsafe.org/wp-content/uploads/IECC_Whats_New_FLR.pdf

⁴⁹ This conclusion factors in the fact that states adopt the model building codes at varying rates and in different climate zones <https://www.nrdc.org/experts/lauren-urbanek/better-energy-code-holiday-gift-planet>

RECOMMENDATION: ADOPT THE 2021 IECC “STRETCH” ENERGY EFFICIENCY GOAL FOR NEW CONSTRUCTION

- The CAPS recommends the Town of Cumberland become an early adopter of the 2021 IECC stretch energy building code. It would bring energy cost savings to Cumberland residents and set the Town apart as a leader in sustainability.
- The stretch code would also help improve health and safety and resilience to extreme weather. This, in turn, would avoid 810 MT CO₂e, helping Cumberland reach its climate goals.
- Codes principally affect new or renovated housing and can miss meeting the needs of low-income families. The Town should consider utility programs and programs that target low-income weatherization, such as the Low-Income Home Energy Assistance Program (LIHEAP)⁵⁰ and other creative programs already being deployed in Maine. These include York County’s weatherization partnership with Habitat for Humanity⁵¹ and the town of Saco’s Aging in Place program that, in conjunction with Thornton Academy, have worked on weatherization projects like building window inserts that can cut down on drafts.

HOW CAN RESIDENTS HELP?

- Become educated about the “[Pretty Good House](#)” (a Maine initiative!) and “[Passive House](#)” models for building and retrofitting homes.
- Learn about fuel efficient lighting, heat pumps, and renewable electricity. If retrofitting your current home or building a new one, consider doing so according to the 2021 IECC stretch energy code standard.

⁵⁰ <https://www.benefits.gov/benefit/623>

⁵¹ <https://www.habitatyorkcounty.org/weatherization>

9. Buy more locally grown food.⁵²

WHY SHOULD WE CARE?

In the world	Food production, processing, and delivery account for more than one-third of global greenhouse gas emissions caused by human activity.
In the USA	In the US, food systems produce roughly 24 percent of all emissions caused by human activity. Production processes, including the use of fertilizers, and changes in land use, such as deforestation for grazing or farming, account for most of the emissions associated with our food systems. Fluorinated gases used in industrial food refrigeration are also a major contributor to greenhouse gas emissions. While food transportation itself accounts for less than 5% of food-related emissions, locally grown food purchased directly from farmers or small-scale markets involves less refrigeration, packaging, and transportation. Food waste is also significant in the US. (See Item 7: Reduce food waste through composting.)
In Maine	Local food production is relevant because Maine, despite its rural base, imports 90% of the food consumed. Farmland acreage and the number of farms has decreased in the past decade. Roughly 13% of people in Cumberland County are food insecure. Farming can also be beneficial as a source of conservation. Land-based carbon drawdown projects are being promoted in other cities in the USA ¹³ including in Portland and South Portland. This proposal has the support of the Chebeague and Cumberland Land Trust. Carbon drawdown projects include regenerative agriculture approaches such as cover cropping and biochar use. ⁵³
In our Town	Southern Maine is very fortunate to have a healthy network of small farmers committed to responsible (in many cases, organic) farming practices, and Cumberland itself is home to several such farms. Locally grown, responsibly raised vegetables, fruits, dairy and meat products incur fewer GHG emissions than food shipped long distances. Purchasing locally grown food supports our farmers and strengthens the local food network for a more sustainable future.

WHAT HAVE WE ALREADY DONE IN THIS AREA?

	CAP I noted that the most highly rated response to the citizen survey was: “with the help of neighboring farms, develop a robust and sustainable food economy to increase the availability of local food.”
	The Town accepted a proposal to consider entering into low-cost leases with aspiring farmers on Town-owned land; and support the creation of a Community Garden in a suitable location. ⁵⁴

RECOMMENDATION: PROMOTE MORE LOCALLY GROWN FOOD

	<ul style="list-style-type: none"> Support the re-establishment of a Cumberland Community Garden where residents can grow vegetables. The past garden was not well sited; the view is that a better sited garden (flat with the right sun and soil) would receive more support.⁵⁵ Support the proposal to provide land for local farming
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⁵² This recommendation should be considered together with Target 7: DECREASE FOOD WASTE THROUGH COMPOSTING

⁵³ CAP I p 26

⁵⁴ Recommendation made in CAP I p26, this would be to reiterate it and get resident support

⁵⁵ CAP I p26

HOW CAN RESIDENTS HELP?

- Grow your own food in the Town Community Garden or your own garden. Resources are available at the UM program, Victory Gardens for Maine.⁵⁶
- Buy more locally grown food through the Cumberland Farmers Market and other nearby farmers markets. Talk to farmers about their farming practices; advocate for regenerative agriculture and other practices that support soil health and carbon sequestration.
- Support one or more farms more directly through supporting the Cumberland Farmers Market, or by purchasing a Community Supported Agriculture (CSA) "share", or support stores that already provide locally sourced food.
- Purchase locally grown food that is available at local grocery stores, and request that more locally grown food be made available.

⁵⁶ In 2020, UMaine Extension released its first video of the weekly Victory Garden for ME series. This series consists of short pre-recorded videos geared towards Mainers growing their first vegetable garden.

⁵⁷ Cumberland's Farmers' market supports local growers, see <https://cumberlandfalmouthfarmmarket.com/vendors>. Other sources of local food can be obtained at Pinelands Farm, Pine Ridge Farm, and other local farmstands. Rosemont Market in Falmouth and Yarmouth offers locally sourced food. Major food chains (Hannafords and Shaws, in Falmouth and Yarmouth) offer locally sourced food. Education is provided by the Maine Organic Farmers and Gardeners Association (MOFGA). Local nurseries can provide education on how to set up your own vegetable garden

10. Ensure the integrity of water quality of Broad Cove.⁵⁸

WHY SHOULD WE CARE?

In the world	Oceans absorb a third of humanity's CO ₂ emissions and 90% of the excess heat generated by increased GHG emissions; oceans are the largest carbon sink on the planet. But the ocean is under stress. The rate of ocean acidification is at least 100 times faster at present than at any other time in the last 200,000 years and may be unprecedented in Earth's history.
In the USA and in Maine	<p>The Gulf of Maine is warming faster than 99% of the global ocean. Over the last 15 years, the region warmed at more than seven times the global average rate.⁵⁹ In recent years the warming has resulted in strong "marine heatwaves," an area of the ocean experiencing temperatures above the 90th percentile for more than five consecutive days.⁶⁰ Under all climate scenarios the climate (30-year average) of the Gulf of Maine will continue to warm through at least 2050.⁶¹ The best available projections indicate that sea level in Maine will rise between 3 and 5 feet by the year 2100 based on an intermediate sea level rise scenario, higher projections are possible and will continue to occur well beyond 2100.</p> <p>Extreme weather events: primarily extreme precipitation events, coastal storms and nor'easters; are likely to increase in frequency and intensity as Maine's climate warms. This may lead to increases in storm-related injuries and deaths; outbreak of waterborne diseases; carbon monoxide poisonings and foodborne illnesses following power outages; and mental health impacts.</p> <p>Ocean warming is one key reason why commercial and noncommercial fish species have shifted northwards and offshore along the Maine coast. It has also contributed to an ever-increasing suite of non-native species invading from the south. These exacerbate losses of native marine organisms through predation, competition and other biotic factors. Warming temperatures, especially warmer winters, have prompted an increase in the invasive green crab population, which has decimated soft-shell clams and eelgrass habitat in coastal Casco Bay.</p> <p>Healthy coastal grasses, salt marshes, and eelgrass beds can serve as "blue carbon" sources, storing carbon to keep it from contributing to coastal acidification, and buffer against the effects of storms by holding sediment in place and absorbing moisture.⁶² Unhealthy marshes cause eelgrass beds to die off and decompose and contribute to coastal acidification. South Portland, Maine has good examples of pesticide and fertilizer ordinances that could be considered and adapted to Cumberland's needs.</p>
In our Town	<p>Cumberland faces challenges similar to other parts of the Maine and its coastline. Of concern is increasing coastal acidification from nutrients carried into the ocean through stormwater discharges (which carry fertilizers from lawns and other sources), point source discharges from municipal sewage treatment plants, and from leaching septic systems. These excess nutrient loads stimulate phytoplankton and macro-algae blooms. Cumberland has experienced these macro-algae blooms secondary to excess nitrogen-loading in the coves along Sanderson Road. They smother marine life under them, depleting dissolved oxygen and making the sediment acidic. As the blooms die, they release CO₂, which mixes with sea water to form carbonic acid and causes acidification.</p> <p>Cumberland's shoreline runs along Broad Cove, which extends from Yarmouth through Cumberland Foreside to Falmouth. Because it is partially under public control (the Reserve and management of our shellfish and boating resources) and mostly privately owned and controlled</p>

⁵⁸ This action item is supported by a longer description provided in the Appendix: Cumberland's Coastal Resources – proposals for a Management Plan. This item is addressed principally to the Town of Cumberland rather than its residents, and supplements the Phase I CAPS Report. It should be read alongside Target 3. ADOPT ECOLOGICALLY PRODUCTIVE, LOW CARBON AND LOW WATER LANDSCAPING PRACTICE

⁵⁹ <https://gmri.org/stories/marine-heatwave/>.

⁶⁰ Id.

⁶¹ Maine Climate Council, Science and Technical Subcommittee Phase 1 Report, at 12 (2020). Also see: <https://extension.umaine.edu/climatesolutions/adaptation-resources/>

⁶² Id. at 17.

	(some landowners have posted their beaches as private and forbid public use of them for recreation), the Town must consider this duality in the choices it makes to address the effects of climate change on our coastal resources.
WHAT HAVE WE ALREADY ACCOMPLISHED IN THIS AREA?	
	<p>With respect to management of its public resources, Cumberland employs two Harbormasters and four shellfish wardens. These law enforcement staff are responsible for the safe and responsible use of our mooring fields. They monitor water quality seasonally, as directed by Department of Marine Resources, to ensure our public beach waters are safe for swimming and our shellfish are safe for consumption. They also manage the efficient use of our shellfish beds, monitor our mooring fields (including ensuring that boat traffic does not damage eelgrass beds), enforce boating laws, and help site certain local aquaculture projects (as permitted by state law) to avoid conflicts with other uses of the Cove. The Town also has a Coastal Waters Commission and Shellfish Conservation Commission.</p> <p>The “Recommendations” below propose that these town staff and commissions are involved in crafting recommendations and implementing measures under this Phase II of the Climate Action Plan.</p>
RECOMMENDATION: ENSURE THE INTEGRITY OF WATER QUALITY OF BROAD COVE	
	<ul style="list-style-type: none"> • Identify Town staff to participate in the Casco Bay Regional Shellfish Working Group and GPCOG projects. • Consider appointing a Coastal Resilience Task Force composed of Town staff and volunteers to develop these preliminary recommendations into actions that the Town might or should take to protect its coastal resources and its residents from the impacts of climate change. • Consolidate and maintain the most relevant regional data for use in resilience planning. Identify data gaps and means to fill those gaps. • Designate Town staff to participate in the GPCOG planning process to help Casco Bay coastal towns develop local and regional plans intended to help our coastal resources be resilient to the most severe aspects of climate change. Identify nature-based pilot projects or actions to protect its coastal resources, and appropriate regulatory measures such as a fertilizer ordinance or zoning changes that could protect coastal property and assets. • Adopt a pesticide and fertilizer ordinance. • Evaluate the financial harm that will occur to its tax base and assets if it does not act, to balance the cost of action against inaction. • Designate a Town staff person to track and participate in state reform of coastal land use laws and regulations, as there have been recent changes designed to enhance community resilience to flooding and other climate impacts.
HOW CAN RESIDENTS HELP?	
	<ul style="list-style-type: none"> • Be mindful of these issues and aware of what you can do to help. Follow instructions on trails and in waterways that define actions that protect our environment. • Support the recommendations in Target 3: ADOPT ECOLOGICALLY PRODUCTIVE, LOW CARBON AND LOW WATER LANDSCAPING PRACTICE

PART IV: CONCLUSION

This Climate Action Plan outlines action opportunities to build a future Sustainable Cumberland: a town that supports a carbon bank to subsidize investments in clean energy; where local farmers produce and sell local food and improve local food security; where forests and ecosystems thrive and encourage healthy recreation.

Cumberland residents are informed and concerned about the complex and interconnected consequences of climate change. They are stepping up as individuals and as a town to mitigate some of these effects. They are looking to their town to take a lead on these issues.

Cumberland's proactive, multi-year and multi-stakeholder investments in land and forest conservation position Cumberland as an innovative leader in climate change mitigation and provide a platform for further action.

We ask that the Town Council and MSAD 51 Board of Directors support the proposed actions, starting with the approval for a new position of town Sustainability Coordinator.

APPENDICES:

I. PHASE I RECOMMENDATIONS

Phase I Recommendations were:

- i. Develop a MSAD 51 solar farm.
- ii. Install industrial scale heat pumps to supplement natural gas heating and mitigate the GHG effects of natural gas heating.
- iii. Phase in EV or plug-in hybrid automobiles, light duty vehicles and school buses
- iv. Set aside a 225-acre forest carbon reserve from town-owned woodlands.
- v. Design and build new public buildings to a zero-carbon standard.
- vi. Make available 5-10 acre parcels of town-owned land to market gardeners.
- vii. Develop a tree planting program for public ways and easements.
- viii. Engage MSAD 51 staff to integrate sustainability principles and the CAP into K-12 curricula.
- ix. Delegate to the Town staff the duty to annually analyze and report the GHG emissions generated within Cumberland.

II. THE U.S. MAYORS' CLIMATE PROTECTION AGREEMENT, 2014



The U.S. Mayors Climate Protection Agreement

(As presented to the 82nd Annual U.S. Conference of Mayors Meeting, Dallas, 2014)

- I. **National Action:** As leaders of the nation's cities, we continue to urge the federal and state governments to enact bipartisan legislation, policies and programs to assist mayors in their efforts to lead the nation toward energy independence, create American jobs that can't be shipped overseas, and protect our environment, eliminate waste, and fight climate change. Such efforts will help achieve the national target of reducing greenhouse gas emissions in the range of 17 percent by 2020 and urge the United States to adopt an ambitious post 2020 target. We urge congress to enact policies and programs that:

- a. Promote greater energy independence and reduce the United States' dependence on fossil fuels;
- b. Accelerate energy efficiency and the development of clean, economical and renewable energy technologies such as cogeneration, LED/other energy-efficient lighting, methane recovery for energy generation, waste to energy, wind and solar energy, fuel cells, efficient motor vehicles, and biofuels; and
- c. Adapt city buildings, homes, facilities and infrastructures to address changing climatic conditions.

We urge the federal government to reduce carbon pollution through existing authorities such as the Clean Air Act, Appliance Efficiency Standards, Federal Transportation Investments, and Renewable Energy and Energy Efficiency loan and grant programs, including refunding of energy block grant program, and by proposing new legislative initiatives.

II. **Local Action:**

- a. **Mitigation:** We will strive to establish and meet or exceed locally-established targets for reducing energy use, especially fossil fuels, by taking actions in our own operations and throughout our communities, placing particular emphasis on engaging the community – citizens, businesses, schools and organizations – in a concerted campaign to set and achieve such targets through actions such as:
 - i. Develop an energy plan that addresses and includes water, wastewater and stormwater runoff, heat island effects, preservation of open space and an inventory of emissions from fossil fuels for city operations and for the community using established metrics, set reduction targets and adopt elements that address how to harden and adapt city systems and infrastructures to climatic events;
 - ii. Adopt and enforce land-use policies that reduce sprawl, preserve open space, and create compact, walkable urban communities;
 - iii. Promote transportation options such as bicycle trails, commute trip reduction programs, incentives for car pooling and public transit;

- iv. Increase the use of clean, alternative energy by supporting the development of renewable energy resources, building the renewable energy technology manufacturing capacity of cities, recovering landfill methane for energy production, and supporting the use of waste to energy technology;
 - v. Make energy efficiency and resilience a priority through building code improvements, retrofitting city facilities with energy efficient lighting, urging employees to conserve energy and save money and other actions to maximize the performance of the city buildings;
 - vi. Increase the average fuel efficiency of municipal fleet vehicles, reduce the number of vehicles, launch an employee education program including anti-idling messages, and convert diesel vehicles to bio-diesel;
 - vii. Evaluate opportunities to increase energy efficiency in water and wastewater systems, recover wastewater treatment methane for energy production, and harden these systems to respond to sea level rise and other climatic events threatening the delivery of these services;
 - viii. Increase recycling rates in city operations and in the community;
 - ix. Maintain healthy urban forests; promote tree planting to increase shading and to absorb CO₂; and
 - x. Help educate the public, schools, other jurisdictions, professional associations, business and industry about the importance of energy efficiency and renewable energy development in reducing carbon and actions necessary to adapt buildings, systems, and infrastructures to respond to changing climate conditions.
- b. **Resilience:** We support investment in climate preparedness strategies that implement the use of green infrastructure to increase resilience of city water systems, encourage preparedness policies that take into account a city's most vulnerable populations and disproportionately affected citizens, and work with state and federal officials to have disaster response systems in place to deal with acute stresses to a city or region. We pledge further to increase community preparedness by assessing and addressing projected impacts such as sea level rise, increased storm surge, extreme heat, drought, floods, and wildfires.
- III. **Advocacy:** We pledge to support a grassroots movement, engaging young people especially, in support of conservation initiatives, such as Arbor Day, Earth Day, community events, locally-established conservation corps and other activities, and to recognize "conservationists" in our city as part of a systematic campaign over time to renew and reaffirm public commitments to long-established conservation values in our city, state and nation. We further pledge to work as global ambassadors to share best practices with mayors everywhere.

III. CHARTER OF THE SUSTAINABILITY SUBCOMMITTEE OF THE LCC

CHARTER

Sustainability Subcommittee
Lands and Conservation Commission
Cumberland, Maine

WHEREAS, the Town of Cumberland has committed to reduce net Greenhouse Gas Emissions “GHG” by 2050 by 100% from a 2015 baseline,

WHEREAS, the Climate Action Plan Subcommittee has developed a Climate Action Plan (“CAP”) to accomplish this reduction thus fulfilling the goals of its two-year Charter dated January 8, 2020,

WHEREAS, the Town of Cumberland (the “Town”) and Maine School Administrative District #51 (the “School”) have already undertaken important initiatives to reduce individually their GHG,

WHEREAS, the Lands and Conservation Commission (the “LCC”) believes it would be beneficial for the Town and the School to implement the CAP and to enhance the sustainability of the community generally,

NOW THEREFORE BE IT RESOLVED, that the LCC establish a Sustainability Subcommittee (the “SSC”) to guide the development of policies and practices that promote a Sustainable Cumberland, including energy conservation, environmental stewardship, food security and community resilience,

BE IT FURTHER RESOLVED, that the SSC consist of at least six (6) members appointed as needed by the LCC with initial members being Sukie Curtis, Ivy Frignoca, Denny Gallaudet, Jennifer Grasso, Riva Krut and Jesse Lamarre-Vincent,

BE IT FURTHER RESOLVED, that the SSC monitor and promote implementation of the actions recommended by the CAP,

BE IT FURTHER RESOLVED, that the SSC develop stakeholder groups of residents, business owners, town and school officials and other interested parties to provide input into ongoing and future sustainability planning and proposed actions,

BE IT FURTHER RESOLVED, that the support of the Town and the education of the citizens of Cumberland is a critical component of the complex actions that will be needed to implement a successful SSC.

Adopted February 2, 2022

V. CUMBERLAND'S COASTAL RESOURCES: RECOMMENDATIONS FOR A MANAGEMENT PLAN.

12/01/2021 Draft

Cumberland's Coastal Resources

Cumberland has three public access points along Broad Cove: The Broad Cove Reserve, Town Landing and an access walkway north of Teal Drive. The Reserve is a 22-acre property with nearly 11 acres of shoreline. Cumberland Town Landing lies north of the Reserve, at the end of Town Landing Road. The remainder of the Town's shoreline property is privately owned. In Maine, under the common law "Public Trust Doctrine," private landowners whose property abuts the coast own the shore to the low tide mark or for 100 rods subject to the public's right to "fish, fowl and navigate" on the beach. This doctrine has led to many legal controversies regarding what constitutes fishing, fowling and navigation or whether the doctrine itself has been too narrowly interpreted by the Maine Supreme Judicial Court. Many, including the last two Chief Justices of the Court, believe the doctrine should be expanded to include recreation and other uses. A case asserting that is pending before Maine's Superior Court (the court which conducts most trials in Maine and from which matters can be appealed to the Supreme Judicial Court).

Because Cumberland's shoreline is partially under public control (the Reserve and management of our shellfish and boating resources) and mostly privately owned and controlled (some landowners have posted their beaches as private and forbid public use of them for recreation), the Town must consider this duality in the choices it makes to address the effects of climate change on our coastal resources.

With respect to management of its public resources, Cumberland employs two Harbormasters and four shellfish wardens. These law enforcement staff are responsible for the safe and responsible use of our harbor. They monitor water quality seasonally, as directed by Department of Marine Resources, to ensure our public beach waters are safe for swimming and our shellfish are safe for consumption.⁶³ They also manage the efficient use of our shellfish beds, monitor our mooring fields (including ensuring that boat traffic does not damage eelgrass beds), enforce boating laws, and help site certain local aquaculture projects (as permitted by state law) to avoid conflicts with other uses of the Cove. The Town also has a Coastal Waters Commission and Shellfish Conservation Commission. These town staff and commissions should be involved in crafting recommendations and implementing measures under Phase II of the Climate Action Plan.

Summary of Available Science

Items missing at date of writing: bacteria data, healthy beaches data, DMR NSSP data, eelgrass survey results, green crab data, overview of coastal shellfish resources and threats. Overall recommendation to identify and compile all necessary local data to be included and made readily accessible in Casco Bay Regional Shellfish Working Group data portal or GPCOG data portal.

Introduction

This draft provides a general overview of changing conditions in the Gulf of Maine and Casco Bay, with a focus on Broad Cove. Oceans absorb a third of humanity's carbon dioxide emissions and 90 percent of

the excess heat generated by increased greenhouse gas emissions; oceans are the largest carbon sink on the planet. There are data sets that show the warming temperature of Casco Bay and the decreasing pH of its waters. Monitoring to better understand the effects of absorbing so much carbon dioxide on the carbonate chemistry of Casco Bay is less understood and have been studied for less time. Friends of Casco Bay, the University of Maine, the University of New Hampshire, Bigelow Labs, and the Island Institute have conducted such research. Friends of Casco Bay does this through three continuous monitoring stations which it plans to have in the water for the long term.

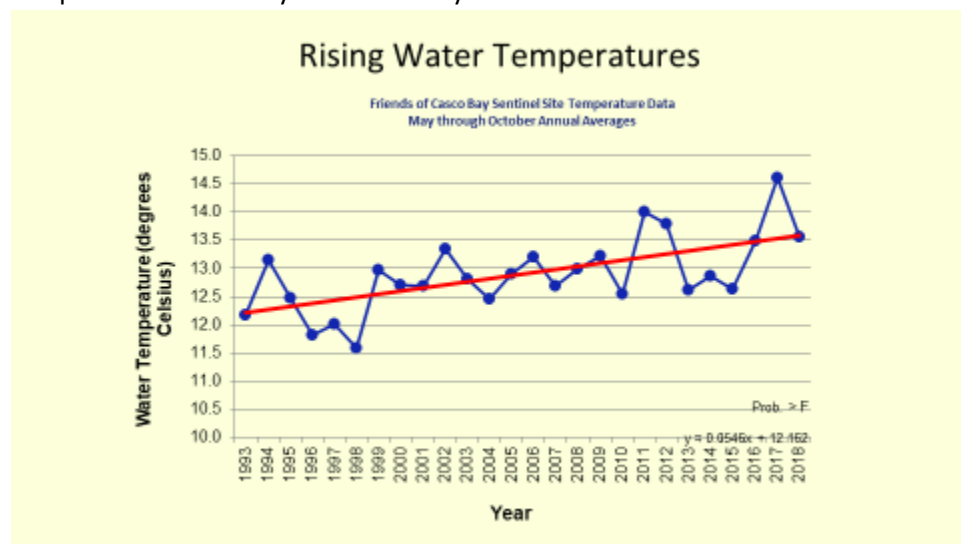
Below is an incomplete summary of conditions of concern to coastal Cumberland. This summary must be augmented by gathering and evaluating all near shore data, identifying data gaps, and planning how to address those gaps. There are two efforts the Town could join to help with this work: The Casco Bay Regional Shellfish Working Group which received a grant to develop a data portal for use by municipalities; and the Greater Portland Council of Government's (GPCOG) grant-funded work to help ten Casco Bay municipalities develop a regional resilience plan that includes development of a data portal and identification of 15 high priority resilience projects.

Here is the draft summary.

Ocean Temperature

The Gulf of Maine is warming faster than 99% of the global ocean. Over the last 30 years, the Gulf of Maine warmed at a rate of 0.06°C per year (0.11°F per year) — more than three times the global average. Over the last 15 years, the region warmed at more than seven times the global average rate.⁶⁴ In recent years the warming has resulted in strong “marine heatwaves,” an area of the ocean experiencing temperatures above the 90th percentile for more than five consecutive days.⁶⁵ These have been documented in 2012, 2016, 2018, 2020, and now 2021. Under all climate scenarios the climate (30-year average) of the Gulf of Maine will continue to warm through at least 2050.⁶⁶

Casco Bay, as part of the Gulf of Maine, is also warming. Friends of Casco Bay has been measuring the temperature of the Bay for about 30 years.



⁶⁴ <https://gmri.org/stories/marine-heatwave/>.

⁶⁵ Id.

⁶⁶ Maine Climate Council, Science and Technical Subcommittee Phase 1 Report, at 12 (2020).

With the advent of continuous monitoring (stations in the water that record data every hour of every day), Friends of Casco Bay is documenting warmer winter temperatures, warmer summers, and warmer water temperatures further into the summer.

Cumberland's shoreline runs along Broad Cove, which extends from Yarmouth through Cumberland Foreside to Falmouth. The Town has temperature data for this near shore environment that it has collected through the Maine Healthy Beaches program and monitoring done to ensure that our shellfish resources are safe to harvest and consume.

This data must be collected and analyzed to evaluate how the Town can help its coastal resources be resilient to climate change. For example, warmer temperatures cause shifts in species, may harm eelgrass health, and could cause other concerns. For example, in warmer waters, oyster harvesters and aquaculturists must take precautions to ensure that *Vibrio* bacteria does not grow and concentrate inside shellfish. *Vibrio* might also concentrate in clams.⁶⁷ With warmer ocean temperatures, the State might impose *Vibrio* control plans for Broad Cove that will affect commercial and recreational harvests.

Beyond 2050, the warming rate depends strongly on the emissions pathways. These pathways are set forth in more detail in the Science and Technical Subcommittee Report of the Maine Climate Council. Under the low-emission scenario, temperatures stabilize around 2.7 °F (1.5° C) above the 1976-2005 baseline. This would cause the southern coast of Maine to have an ocean climate similar to that of Massachusetts or Rhode Island.⁶⁸ Under the high-emission scenario, temperatures continue to rise and exceed 5.4 °F (3° C) above the baseline by the end of the century. This would cause even the eastern coast of Maine to feel like Rhode Island.⁶⁹

Sea Level Rise and Storm Surge

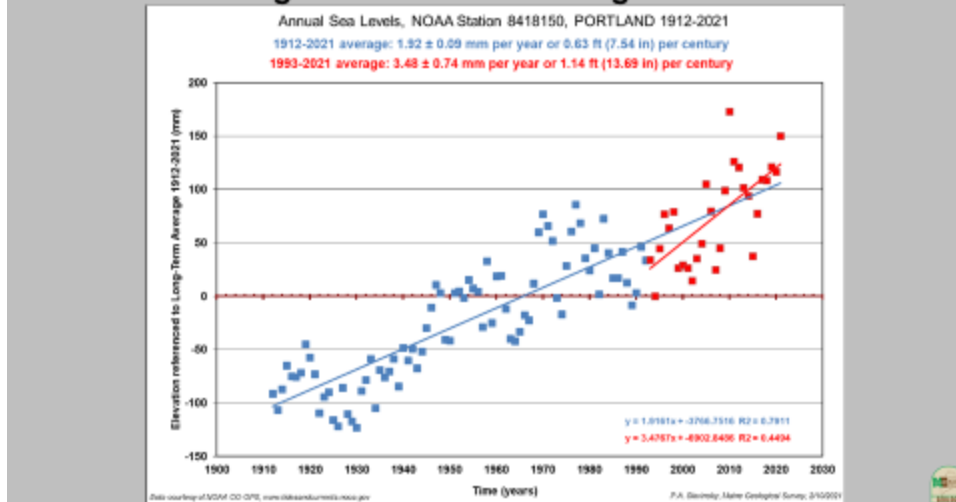
For about 100 years, sea levels along the Maine coast have been rising at about 0.6-0.7 feet/century or two times faster than during the past 5,000 years. Over the past few decades, the rate has accelerated to about 1 foot/century or three times the millennial rate.

⁶⁷ <https://www.cdc.gov/vibrio/food.html>; <https://www.maine.gov/dmr/shellfish-sanitation-management/vibrio.html>.

⁶⁸ Id.

⁶⁹ Id.

Sea level is rising and rate is increasing



About half of the last century's sea level rise has occurred since the early 1990s. The best available projections are that sea level in Maine will rise between 3 and 5 feet by the year 2100 based on an intermediate sea level rise scenario. Given the current inability to reduce our emissions at a national and international levels, higher projections are possible and will continue to occur well beyond 2100.

Maine Climate Council Recommendations

Planning Scenario	"Commit to Manage"	"Prepare to Manage"
Year	Intermediate Scenario	High Scenario
2030	0.8	1.4
2050	1.5	3.0
2070	2.4	5.0
2100	3.9	8.8

Relative Sea Level Rise (feet) from 2000

STS (2020) Table 7b, p. 62

Abrupt sea level change on the order of months, rather than years, can also occur on top of the long-term rise. Several months between 2009 and 2011 saw higher than normal sea levels, with a peak in 2010 of nearly a foot above the level in previous winters. Along the East Coast of the United States, this abrupt change was most pronounced in the Gulf of Maine.

A 1-foot increase in sea level in the future will lead to a 15-fold increase in the frequency of "nuisance" flooding. Nuisance flooding in Portland in the last decade was about 4 times more frequent than the 100-year average. A 1-foot increase in sea level, which could occur by 2050, would cause a "100-year storm" flood level to have a probability of occurring once in every 10 years. Not accounting for changes in storm intensity or frequency, this would

result in a 10-fold increase in coastal flooding in Maine in the next 30 years.

Sea level rise will cause high tides to regularly inundate coastal lowlands with salt water and may cause limited salt contamination of groundwater aquifers. Coastal beaches, salt marshes, dunes, and bluffs are likely to experience increased erosion, landward movement, land loss and sediment redistribution due to long-term sea level rise.⁷⁰

There are tools that can help Cumberland predict how rising sea levels might affect coastal Broad Cove. See e.g. https://www.maine.gov/dacf/mgs/hazards/slr_ss/index.shtml. The Town should use these tools and the GPCOG planning process to predict how our coast might change by 2050 and 2100, so the Town can modify its coastal land use regulation, identify vulnerable municipal infrastructure and resources, and consider necessary actions to address these vulnerabilities.

Extreme weather

Extreme weather events, primarily extreme precipitation events, coastal storms, and nor'easters, are likely to increase in frequency and intensity as Maine's climate warms, which may lead to increases in storm-related injuries and deaths; outbreak of waterborne diseases; carbon monoxide poisonings and foodborne illnesses following power outages; and mental health impacts.

Droughts and distant wildfires may impact Maine as well, with implications for reduced water quality and quantity, and effects on respiratory health.

Certain categories of storms, such as ice storms and severe wind storms, are complex and difficult to predict, but may become more frequent and/or intense under warming conditions, leading to adverse health impacts such as injuries, deaths, and effects of power outages among Mainers.⁷¹

Cumberland could participate in the GPCOG planning process to ensure that these factors are considered as part of the sea level rise and storm surge modeling.

Ocean Acidification

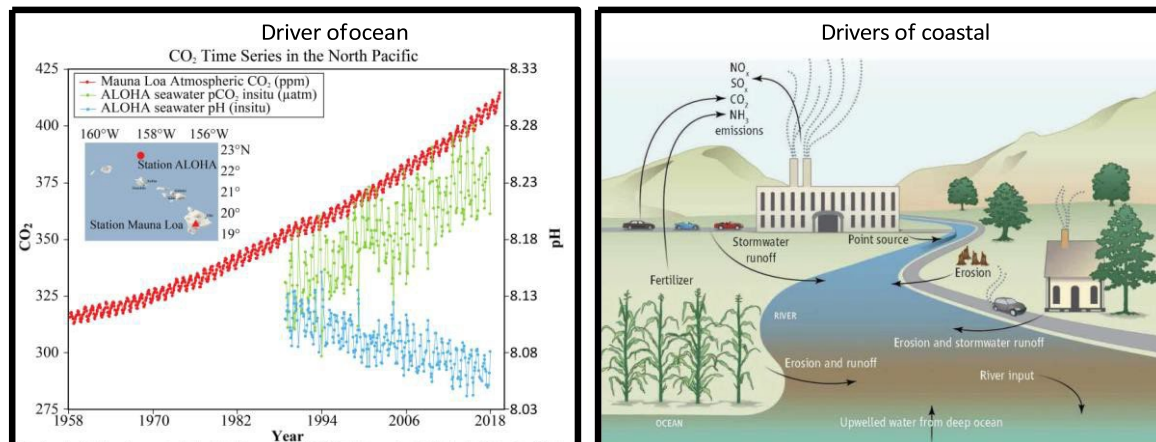
Scientific data indicate that the rate of ocean acidification is at least 100 times faster at present than at any other time in the last 200,000 years and may be unprecedented in Earth's history. Since the beginning of the 19th century, the world's surface ocean pH has decreased from 8.2 to 8.1, a 30% increase in the average acidity of ocean surface waters, most of which has occurred in the last 70 years. Ocean acidification is a new concept and regular measurements in the Gulf of Maine only started within the last decade.

Further reductions in ocean pH are expected, ranging from .05-.33 pH units by 2100, depending upon emissions scenarios. It is not yet clear how conditions in the Gulf of Maine will deviate from these global estimates.

⁷⁰ Id. at 14.

⁷¹ Id. at 23.

Ocean acidification in the Gulf of Maine is considerably different than its nearshore coastal estuaries. In addition to atmospheric CO₂, other drivers contribute to nearshore acidification and are potentially very important to Cumberland's marine resources. Coastal acidification is often fueled by nutrients carried into the ocean through stormwater discharges (which carry fertilizers from lawns and other sources), point source discharges from municipal sewage treatment plants, and from leaching septic systems. These excess nutrient loads stimulate phytoplankton and macro-algae blooms. Cumberland has experienced these macro-algae blooms secondary to excess nitrogen-loading in the coves along Sanderson Road. These blooms smother marine life under them, depleting dissolved oxygen and making the sediment acidic. As the blooms die, they release carbon dioxide, which mixes with sea water to form carbonic acid. This is known as coastal acidification.



Ocean and coastal acidification will most heavily impact those marine organisms that produce calcium carbonate to build shells such as scallops, clams, mussels, and oysters. The impact on crustaceans such as lobsters and crabs is less clear, with some studies showing negative impacts and others showing that processes like warming are more likely to influence populations.

One of the most important and urgent challenges is to determine how and where inshore causes of acidification contribute to Maine's "acidification budget" and what actions we can take at the local scale, in addition to reducing atmospheric CO₂ levels.⁷²

Cumberland should track and consider this issue as it relates to the health of our shellfisheries. Given that the drivers in the nearshore are heavily influenced by land-based human activities, the Town has an opportunity to address and minimize the effects of acidification by adopting a fertilizer ordinance, such as the one that South Portland recently adopted.

Marine Ecosystems

Large areas of the Gulf of Maine are changing rapidly with respect to the assemblage of species. The trend appears to be going in a direction of more temperate and fewer subarctic species, which presents challenges and opportunities for marine resource

⁷² Id. at 16

management and ecosystem function.

Ocean warming has played a key role in distributions of commercial and noncommercial species shifting northwards and offshore along the Maine coast, as well as contributing to an ever increasing suite of non-native species invading from the south that exacerbate losses of native marine organisms through predation, competition and other biotic factors. The warming temperatures, especially the warmer winters, also have led to increases in the presence of the invasive green crab which has decimated soft-shell clam populations and eelgrass habitat in coastal Casco Bay.

Cumberland should evaluate and consider how it can best protect its coastal grasses, salt marshes, and eelgrass beds. If these resources are healthy, then can serve as “blue carbon” sources, storing carbon to keep it from contributing to coastal acidification.⁷³ Cumberland might also consider seeking guidance from experts, perhaps from the Downeast Institute, who are leading efforts to pilot means to protect soft-shell clams from green crab predation and the effects of ocean acidification.

Summary of Recommended Actions⁷⁴

- Cumberland should identify Town staff to participate in the Casco Bay Regional Shellfish Working Group and GPCOG projects.
- Cumberland should consider appointing a Coastal Resilience Task Force composed of Town staff and volunteers to develop these preliminary recommendations into actions that the Town might or should take to protect its coastal resources for the benefit of the environment and all residents.
- Cumberland should identify all data sources related to its coastal resources and ensure that the data become part of the Casco Bay Regional Shellfish Working Group’s data portal and GPCOG’s data portal to consolidate the most relevant, available, regional data for use in resilience planning. Cumberland should recommend that both efforts identify the means to continue these data bases so they remain current and provide data that has high quality assurance. These data portals could provide Cumberland with a manageable means to base its actions on the best-available data and models.
- Cumberland should identify data gaps and means to fill those gaps.
- Cumberland should designate Town staff to participate in the GPCOG planning process. GPCOG was awarded a National Fish and Wildlife Foundation (NFWF) grant to help Casco Bay coastal towns develop local and regional plans intended to help our coastal resources be resilient to the most severe aspects of climate change. The GPCOG project will build upon a successful model used in southern Maine to develop collaborative, regional coastal plans. The Town could designate staff and perhaps a member of the Coastal Waters Commission and Shellfish Conservation Commission to participate in this process. GPCOG intends to work with Towns wherever they are in their resilience planning process, build a regional data base and portal, develop a regional resilience plan, and identify 15 high priority coastal resilience projects. Through this process, Cumberland could get professional guidance with this aspect of its Climate Action Plan, could identify nature-based pilot projects or actions it might take to protect its coastal resources, and could identify regulatory

⁷³ Id. at 17.

⁷⁴ A summary of these recommendations is presented in Target: 10: ENSURE THE INTEGRITY OF WATER QUALITY OF BROAD COVE. ENSURE THE INTEGRITY OF WATER QUALITY OF BROAD COVE

measures such as a fertilizer ordinance or zoning changes that could protect coastal property and assets.

- Cumberland could evaluate the financial harm that will occur to its tax base and assets if it does not act, to balance the cost of action against inaction. The Maine Climate Council did some of this analysis which could serve as a starting point.
- Cumberland should designate a Town staff person to track and participate in state reform of coastal land use laws and regulations. In 2021, the Maine State legislature passed LD 1572, which requires that all Maine Departments that regulate coastal land use make recommendations to incorporate into statutes and regulations: (1) consideration of 1.5 feet of relative sea level rise by 2050 and 3.9 feet by 2100; and (2) the strategy designated as "Strategy F3" in the state climate action plan issued by the Maine Climate Council in 2020 pursuant to the Maine Revised Statutes, Title 38, section 577 to enhance community resilience to flooding and other climate impacts. Strategy F contains detailed recommendations to make all of Maine's coastal land use laws forward-thinking. For example, floodplain mapping and regulation should be based on future projected sea level rise and increased storm intensities. Cumberland should track and participate in this process, and then determine whether its coastal land use regulation needs to be revised.
- Cumberland should adopt a pesticide and fertilizer ordinance. As we continue to experience increased precipitation and storm intensities, greater loads of pesticides and fertilizers could be delivered to our coastal waters. Pesticides can poison marine life. Too much fertilizer can cause nuisance algal blooms, cause harmful algal blooms (phytoplankton blooms that are taken up by shellfish and make them unsafe for people to consume, causing serious illness or death), and contribute to coastal acidification (a process of lowered pH and available calcium carbonate in the sea water, making it harder for shellfish to survive and form shells). South Portland, Maine has good examples of pesticide and fertilizer ordinances that could be considered and adapted to Cumberland's needs.
- Cumberland should continue to monitor and track the health of our coastal habitats. Healthy marsh and beach grasses and eelgrass trap carbon and help reduce our carbon footprint. Unhealthy marshes and eelgrass beds die off. As they decompose, they contribute to coastal acidification. These coastal ecosystems also provide critical habitat and buffer against the effects of storms by holding sediment in place and absorbing moisture. The Town should continue to conserve these resources, and could consider consulting with experts at the Casco Bay Estuary Partnership or elsewhere to evaluate our coastal resources and obtain suggestions for how we might manage them.
- Cumberland should incorporate climate change considerations into management of its shellfisheries, including the impacts of rising water temperatures, nuisance algal blooms, green crab populations, coastal acidification and more.

VI. ACRONYMS AND DEFINITIONS

CAP	Climate Action Plan
CAPS	Climate Action Plan Subcommittee
CCLT	Chebeague & Cumberland Land Trust
CO ₂ e	Carbon Dioxide equivalent
EV	Electric Vehicle
GHG	Greenhouse Gas Emissions
GPCOG	Greater Portland Council of Governments
HPM	Heat pump
HVAC	Heating, ventilation and air conditioning equipment
IECC	International Energy Conservation Code
IPCC	Inter-Governmental Panel on Climate Change
LCC	Lands and Conservation Commission
LED	Light emitting diode
LEED	Leadership in Energy and Environment Design Standard
MOFGA	Maine Organic Farmers and Gardeners Association
MSAD 51	Maine School Administrative District 51, serving Cumberland and North Yarmouth
MT CO ₂ e	Metric tonnes of GHG equivalent
MUBEC	Maine Uniform Building and Energy Code
Net Positive	A condition where an entity avoids more GHG than it emits.
PV	Photovoltaic
SO ₂	Sulfur Dioxide
TBD	Tick borne disease
Tree City USA	Designation by meeting a set of four standards of the Arbor Day Foundation

ITEM

22-059

To consider and act on the formation of a Housing Task Force to be appointed by the Town Council to develop strategies and recommendations around the current housing crisis facing refugees, asylum seekers, and affordable housing issues in the Town



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: May 5, 2022
Re: Housing Task Force

Council Chairman, Bob Vail will be discussing the possibility of forming a Task Force of community members to discuss housing ideas and perhaps develop some recommendations for the Town Council to consider. The current housing shortage, high costs of materials and labor, and the added pressure of more asylum seekers and refugees coming to our area, makes this issue one that won't soon disappear.

Working with our neighbors and other social service agencies may be the best way to move forward to develop long-term solutions, at least for our region. Bob will present his ideas for moving forward and if supported by the majority of the Town Council, a list of goals and milestones could be set to guide the Task Force.

This is an overwhelming problem and taking even a small step forward toward a multitude of regional solutions can result in help for many families. Organizing our local resources and talents will help make this large undertaking a success. As we have learned so far, money is not the solution to this problem. Our state spent over two million dollars for hotel rooms last year which did nothing to move anyone closer to feeling part of any community. We can do better!

BUDGET REPORT

Revenues

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TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 11 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					
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0011 0303 Motor Vehicle Excise Tax	-1,983,817.78	-1,776,474.20	-2,165,671.80	-1,895,378.70	-2,003,000.00
0011 0304 Boat Excise Tax	-12,865.10	-11,623.10	-16,873.39	-9,602.10	-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	-32,122.96	-37,806.00	-38,079.00	-33,000.00
TOTAL Other Tax Revenues	-2,050,621.38	-1,906,187.74	-2,243,298.88	-1,967,220.08	-2,099,000.00
0012 License & Permit Revenues					
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0012 0311 Hunting/Fishing Lic Agent Fees	-457.25	-298.75	-365.00	-865.18	-541.00
0012 0312 Marriage Lic & Vital Records	-2,212.80	-2,051.60	-2,416.00	-2,416.00	-2,400.00
0012 0313 Birth Certificates	-1,288.60	-1,262.80	-1,318.40	-1,735.20	-1,400.00
0012 0314 Death Certificates	-1,994.00	-1,344.20	-1,403.60	-904.20	-1,500.00
0012 0315 Clerk Licenses	-4,345.00	-1,790.00	-1,955.00	-4,230.00	-4,608.00
0012 0316 Shellfish Licenses	-609.39	-568.94	-945.03	-915.23	-600.00
0012 0317 Conservation Fees	-160.61	-111.06	-244.97	-224.77	-100.00
0012 0334 Snowmobile Reg. Agent Fees	-223.00	-225.00	-268.00	-257.00	.00
0012 0361 Motor Vehicle Reg. Agent Fees	-19,913.00	-21,343.00	-31,792.00	-27,499.00	-21,406.00
0012 0362 Boat Reg. Agent Fees	-551.00	-306.00	-589.00	-358.25	-500.00
0012 0366 Building Permits	-68,688.05	-62,747.35	-121,383.38	-142,920.75	-75,000.00
0012 0367 Electrical Permits	-19,986.15	-18,238.75	-31,083.51	-28,687.45	-21,634.00
0012 0368 Plumbing Permits	-14,316.00	-13,440.00	-23,748.75	-22,603.75	-18,789.00
0012 0369 Other Permits	-976.00	-476.00	-595.00	-1,598.00	-1,751.00
0012 0383 ATV Reg. Agent Fees	-101.00	-76.00	-108.00	-52.00	-60.00
0012 0390 Misc. Revenue	-1,350.00	-1,750.00	-2,150.00	-1,380.00	.00
0012 0398 Application Fee	-3,950.00	-1,450.00	-1,950.00	-1,500.00	-1,300.00
0012 0401 Dog Reg. Clerk Fees	-929.00	-825.00	-691.00	-788.00	-900.00
0012 0404 Commercial Haulers License	-400.00	-100.00	-100.00	-100.00	-500.00
TOTAL License & Permit Revenue	-142,450.85	-128,404.45	-223,106.64	-239,034.78	-152,989.00
0013 Intergovernmental Revenues					
<hr/>					
0013 0331 State Revenue Sharing	-411,268.43	-673,790.45	-887,509.58	-1,160,490.35	-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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ACCOUNTS FOR:	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
001 General Fund					
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	-96,912.00	-129,216.00
0013 0342 North Yarmouth Library Share	-120,054.00	-127,020.67	-45,848.25	-144,326.25	-192,435.00
0013 0390 Misc. Revenue	.00	.00	.00	-13,612.50	.00
TOTAL Intergovernmental Revenue	-614,156.43	-870,548.62	-1,018,042.27	-1,487,977.10	-1,213,651.00
0015 Other Revenues					
0015 0305 Interest & Penalties	-30,879.09	-28,011.37	-21,965.42	-8,800.32	-30,000.00
0015 0306 Over/Short	3,775.34	2,014.25	300.14	-3,341.76	-100.00
0015 0364 Growth Permits	-2,300.00	-2,000.00	-3,200.00	-2,300.00	-2,000.00
0015 0365 Board of Appeals	-100.00	-200.00	-100.00	.00	.00
0015 0390 Misc. Revenue	-40,663.59	-32,105.83	-33,537.26	-53,846.30	-25,000.00
0015 0399 Staff Review Fee	-10,750.00	-9,325.00	-10,800.00	-5,300.00	-9,700.00
0015 0402 Cable TV Revenue	-128,633.84	.00	.00	.00	.00
0015 0403 Mooring Fees	-3,755.92	-7,624.00	-5,788.00	-16,446.00	-5,000.00
0015 0410 Private Ways	-1,000.00	.00	-400.00	-200.00	-400.00
0015 0508 Impact Fees	-69,941.90	-62,249.60	-91,565.60	-98,586.60	-60,000.00
TOTAL Other Revenues	-284,249.00	-139,501.55	-167,056.14	-188,820.98	-132,200.00
0021 Police Related Revenues					
0021 0337 State Grant revenue	-1,195.00	-1,846.00	-951.30	.00	.00
0021 0351 Police Issued Permits	-2,095.00	-9,724.00	-970.00	-557.00	-2,000.00
0021 0353 Police Insurance Reports	-416.00	-420.00	-380.00	-852.00	-500.00
0021 0390 Miscellaneous Police Revenue	-805.25	-192.00	-51.00	-275.00	-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	-2,920.00	-3,041.00	-1,417.00	-2,311.00	-1,800.00
0021 0540 MSAD #51 SRO Reimbursement	-49,000.00	.00	.00	.00	.00
0021 0546 Court Reimbursements	-1,059.32	-4,846.72	-3,122.38	-1,306.64	-2,200.00
TOTAL Police Related Revenues	-57,128.05	-20,669.72	-7,091.68	-5,326.64	-7,248.00
0022 Fire Related Revenues					
0022 0390 Misc. Revenue	.00	-15.00	-15.00	.00	.00

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0022 0431 Outside Details	.00	-103.76	.00	.00	.00
0022 0504 Rescue Billing	-165,031.35	-141,301.37	-121,717.84	-135,496.41	-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	-165,031.35	-142,760.13	-121,431.32	-135,496.41	-160,000.00
0031 Public Services Revenues					
0031 0390 Misc. Revenue	-3,471.00	-26,492.07	-25,654.57	-28.00	-20,500.00
0031 0391 Field Usage Fees	-5,383.20	-4,031.80	.00	-2,100.00	-5,000.00
0031 0431 Outside Details	-1,234.03	-852.16	.00	.00	.00
0031 0517 Bags/Universal Waste	-283,012.50	-230,261.50	-263,715.00	-172,060.00	-295,015.00
0031 0539 Brush Passes	-9,611.00	-4,458.00	-24,767.00	-16,334.00	-8,277.00
0031 0617 Twin Brooks Donations	.00	-100.00	-1,885.00	-2,908.60	.00
TOTAL Public Services Revenues	-302,711.73	-266,195.53	-316,021.57	-193,430.60	-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	-2,206.60	-1,703.40	-2,728.89	-2,927.00	-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	-21,690.00	-20,700.00	-24,840.00
TOTAL VH Other Revenues	-32,282.85	-37,253.40	-31,168.89	-31,127.00	-41,340.00
0037 VH Golf Revenues					
0037 0306 Over/Short	242.99	507.22	-2.84	.24	.00
0037 0357 Golf Memberships	-211,707.15	-199,014.68	-322,539.80	-356,022.60	-235,542.00
0037 0358 Greens Fees	-113,205.83	-111,344.04	-192,076.25	-178,895.30	-179,737.00
0037 0359 Golf Cart Rentals	-65,153.19	-64,467.65	-108,714.44	-103,115.10	-92,257.00
0037 0416 Practice Range	-4,911.75	-1,248.25	-7,221.97	-4,918.00	-8,860.00
0037 0417 VH Program Revenues	-57,392.70	-45,943.00	-79,028.63	-86,748.00	-70,500.00
0037 0419 Advertising Sales	-16,631.50	-4,000.00	-17,000.00	-6,000.00	-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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ACCOUNTS FOR:				PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund				ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
TOTAL VH Golf Revenues				-511,737.56	-491,997.40	-762,621.93	-800,406.76	-657,686.00
0041 Recreation Related Revenues								
0041	0440	41100	After School Programs	-306,877.09	-256,051.50	-309,363.50	-309,086.00	-272,000.00
0041	0441	41110	Youth Enrichment Programs	-166,495.20	-124,347.32	-22,287.50	-93,615.50	-175,000.00
0041	0441	41180	Youth Summer Enrichment Re	.00	.00	.00	-71,435.00	.00
0041	0442	41120	Youth Sports Programs	-109,762.75	-69,723.00	-15,513.50	-112,314.75	-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	-162,722.75	-30,108.43	-72,644.50	-211,997.90	-165,000.00
0041	0445	41150	Swimming Programs	-25,585.29	-20,141.00	-1,155.00	7,603.80	-21,250.00
0041	0446	41160	Adult Enrichment Revenue	-38,020.43	-19,789.40	-14,350.00	-18,146.40	-31,715.00
0041	0447	41170	Adult Fitness Revenue	-61,860.83	-44,129.20	-33,106.00	-71,326.80	-45,000.00
0041	0448	41190	Special Events/Trips Reven	-4,189.00	-4,415.00	.00	-5,396.00	-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	-21,355.00	-22,330.00	-9,123.00	-29,827.00	-23,000.00
0041	0571	41190	Rec Ultimate Frisbee Reven	-14,519.00	-12,035.00	-6,545.00	-14,885.00	-14,000.00
0041	0606	41190	CPR/First Aid Revenues	400.00	-630.00	-240.00	-1,075.00	-250.00
TOTAL Recreation Related Reven				-966,500.34	-667,078.13	-498,610.50	-971,186.55	-914,230.00
0044 W Cumberland Hall Revenues								
0044	0377		Hall Rental	.00	.00	.00	-1,130.00	.00
TOTAL W Cumberland Hall Revenu				.00	.00	.00	-1,130.00	.00
0045 Library Related Revenues								
0045	0392		Library Fines	-3,026.73	-3,177.22	-744.69	-49.15	.00
0045	0394		Misc. Library Revenue	-1,151.90	-995.20	-654.00	-388.33	.00
TOTAL Library Related Revenues				-4,178.63	-4,172.42	-1,398.69	-437.48	.00
TOTAL General Fund				-5,131,048.17	-4,674,769.09	-5,389,848.51	-6,021,594.38	-5,707,136.00
TOTAL REVENUES				-5,131,048.17	-4,674,769.09	-5,389,848.51	-6,021,594.38	-5,707,136.00
GRAND TOTAL				-5,131,048.17	-4,674,769.09	-5,389,848.51	-6,021,594.38	-5,707,136.00

Expenses

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
130 Administration	566,537.53	594,289.58	517,669.58	526,209.49	664,743.00
140 Assessor	101,288.27	97,514.56	99,086.57	95,830.34	118,867.00
150 Town Clerk	219,226.70	246,416.16	213,195.05	252,197.18	291,177.00
160 Technology	184,525.12	230,052.71	298,266.65	252,322.81	280,613.00
165 Elections	8,400.30	9,148.99	11,852.93	27,906.17	35,127.00
170 Planning	58,418.54	56,026.21	54,219.89	58,904.74	74,035.00
190 Legal	56,463.85	43,209.17	54,680.73	50,588.11	47,500.00
210 Police	1,214,673.24	1,233,397.14	1,253,398.64	1,248,541.07	1,552,217.00
220 Fire	855,154.79	869,624.69	890,564.77	821,995.30	1,078,586.00
240 Code Enforcement	130,729.35	126,516.58	136,234.60	133,913.36	150,858.00
250 Harbor Master	4,682.18	14,676.21	14,911.93	14,506.55	22,480.00
260 Animal Control	28,239.64	32,758.51	20,011.15	43,459.00	36,179.00
310 Public Works	1,054,396.32	1,065,606.17	1,020,752.55	1,110,451.68	1,302,955.00
320 Waste Disposal	435,562.21	478,964.64	494,535.31	519,698.84	637,459.00
350 Valhalla-Club	34,317.10	20,590.50	23,355.85	20,789.80	26,241.00
360 Valhalla-Course	435,215.33	460,987.77	502,611.88	490,080.31	559,899.00
370 Valhalla-Pro Shop	244,893.41	175,813.02	189,008.98	192,093.76	240,351.00
410 Recreation	983,754.70	941,889.46	668,840.19	903,841.61	955,292.00
420 Aging in Place	22,635.96	67,773.74	66,486.60	79,061.59	101,716.00
430 Parks	282,610.03	267,450.41	307,392.26	270,304.18	327,477.00
440 West Cumberland Rec	5,608.25	5,768.87	4,751.29	6,349.00	8,744.00
450 Library	450,268.49	466,699.03	456,235.66	468,802.50	550,098.00
470 Historical Society Building	7,146.28	4,335.30	204.00	2,434.38	11,364.00
580 General Assistance	30,990.78	30,067.94	20,330.78	13,656.12	35,000.00
590 Health Services	13,577.20	17,577.20	894.30	3,279.10	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	2,383.61	9,917.43	20,349.10	21,000.00
650 Debt Service	969,023.35	1,053,399.23	1,156,096.72	1,238,180.21	1,262,301.00
750 Insurance	280,834.13	269,670.68	331,399.60	340,248.37	319,619.00
800 Fire Hydrants	73,523.06	68,456.54	76,957.62	71,098.31	83,500.00
810 Street Lighting	30,794.42	35,241.92	45,000.00	45,000.00	45,000.00
830 Contingent	5,907.19	3,809.31	59,298.49	27,231.75	10,000.00
840 Municipal Building	90,460.25	84,609.55	91,569.52	127,594.46	109,837.00
850 Abatements	23,670.91	35,285.20	10,555.87	14,378.85	1.00
TOTAL General Fund	8,938,191.08	9,136,710.60	9,127,862.39	9,517,998.04	10,990,811.00
TOTAL EXPENSES	8,938,191.08	9,136,710.60	9,127,862.39	9,517,998.04	10,990,811.00
GRAND TOTAL	8,938,191.08	9,136,710.60	9,127,862.39	9,517,998.04	10,990,811.00