

AGENDA
Cumberland Town Council Meeting
Town Council Chambers
MONDAY, November 14, 2022
7:00 P.M. Call to Order

I. CALL TO ORDER

Legislative sentiment presented to the residents of Sanibel Island, Florida

II. APPROVAL OF MINUTES

October 24, 2022

III. MANAGER'S REPORT

- A. Police Chief Rumsey, newly appointed President of the Maine Chiefs of Police Association
- B. Swearing in of Deputy Fire Chief, Gerald Croce
- C. Legislative Update from Senator Breen and Representative Moriarty

IV. PUBLIC DISCUSSION

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

V. LEGISLATION AND POLICY

22 – 140. To hold a Public Hearing to consider and act on authorizing the Town Manager to execute closing documents for the purchase of the Val Halla Banquet Center from Maine State Golf Association, Inc. for a purchase price of \$325,000.00 to be paid from the Building Reserve Fund.

22 – 141. To consider and act on authorizing the Town Manager to execute a lease agreement for a new radio communication tower on town owned land for future Public Safety equipment.

22 – 142. To hear a report from the Police Chief re: Police Department Capital Improvement

Plan review.

22 – 143. To hear a report from the Fire Chief re: Fire Department Capital Improvement Plan review.

VI. NEW BUSINESS

A. Budget Report

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

VIII. ADJOURNMENT

MINUTES

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, October 24, 2022

6:00 P.M. Workshop re: Department update from the Police Chief

7:05 P.M. Call to Order

Present: Councilors Copp, Filson, Foster, Segrist, and Vail

Excused: Councilor Edes and Councilor Storey-King

Chairman Foster said that there was a workshop prior to the Council meeting with our Police Chief and School Resource Officer to talk about ALICE, which is emergency training that is being rolled out within our school district. We also got an update on the Police Department's bodycam investment that the Town made over the summer.

I. APPROVAL OF MINUTES

Motion by Councilor Vail, seconded by Councilor Segrist, to accept the October 10, 2022 meeting minutes as presented.

VOTE: 4-0-1 (Copp abstained) MOTION PASSES

II. MANAGER'S REPORT

Town Manager Shane introduced Police Chief Rumsey who presented the Chief's Award to School Resource Officer, Amie Owen. Chief Rumsey read the following:

The Chief's Award is presented by the Cumberland Chief of Police to employees who exemplify the highest standards of service to the community by virtue of their diligence, dedication, and character. This award may also be granted to employees who develop new, innovative programs which clearly enhance the mission of the department or improve the quality of life for the citizens of Cumberland.

It is my pleasure to recognize you with the Chief's Award for your impressive efforts to prepare, organize, and execute a plan to train nearly 450 faculty and staff of MSAD #51 in the concepts of ALICE over a three-day period in August. You accomplished this plan with very little oversight and while displaying a high degree of competence.

In preparation for the roll-out of ALICE (an active shooter response training program), you worked with the district's leadership and Safety Committee to build support and buy-in for the program. You also presented the proposal for ALICE to the School Board and received their support. Further, you engaged with district leadership to carve out valuable staff time for the training and planned an aggressive schedule so that 6 ALICE instructors from the law enforcement profession could partner with trained district staff to deliver the training. This was a logistical feat, and a commendable endeavor.

On August 26th, you worked with Sgt. Mike Pierce of Yarmouth PD to deliver an overview of ALICE to assembled faculty and staff. There were hundreds of people in attendance and many more watching remotely. You were engaging, confident, professional and in full command of the information you presented. Following the assembly, your team of instructors broke up to begin training groups of 15-18 staff in a 2-hour block of scenarios to build on their general knowledge of

ALICE. By all accounts, those who attended the training found it to be empowering, confidence-building and extremely worthwhile.

During scenario training, you and your team demonstrated the futility of traditional lockdowns in response to an active assailant, and subsequently moved students through the concepts of enhanced lockdowns, evacuation, and counter of an active assailant. The delivery of this serious material and the handling of a myriad of questions required a firm command of the coursework. Each officer instilled confidence in district employees to make swift decisions under pressure, with minimal information to assist their students in a critical incident.

In addition to delivering vital information to enhance the safety of every adult and child on the MSAD #51 campus, each officer partnered with ALICE Certified Instructors from among the ranks of school faculty and staff. This pairing added a level of credibility and collaboration to the training which enhanced the experience for all those involved.

It is my belief that the school employees who spent time interacting with each officer on the team came away with a newfound respect for the dedication, professionalism, and preparedness of our staff to respond to and mitigate any critical incident on campus.

I firmly believe that the concepts taught in ALICE and actualized by scenario training over the past few days will make MSAD #51 a safer campus. This accomplishment would not have been possible without you bringing your impressive organizational talents and enthusiasm to bear. I am proud of you and know that you are well deserving of this award.

Congratulations, Amie!

School Resource Officer (SRO) Amie Owen provided the following overview of a typical day in her School Resource Officer position:

Daily Responsibilities:

The SRO is a police officer in the schools. Responsible for all tasks commonly associated with policing:

- Relationship defined by a Memorandum of Understanding between the Town and School District. The SRO is supervised by the Police Department and embedded in the School District to work collaboratively with school staff
- Greeting buses in the morning as visible presence / deterrent (7:45- 9:00AM)
- Patrolling the exterior and interior of campus buildings
- Gaining and maintaining familiarity with students, faculty, and staff (classroom/lunchroom visits, assemblies, events- day of welcome, fire drills)
- Giving extra attention to areas of campus and students who may need it (checking in with students, checking propped doors, parking areas)
- Building rapport with students to facilitate open communication:
 - Fosters trust and appreciation
 - Results in trust for reporting issues such as bullying, sexual assault, sexting
 - Builds trust for threat reporting
- Consulting with building admin on student issues with a nexus to school safety
- Taking initial report of criminal activity

- ✓ A collaborative process:
 - Low-level issues likely to be handled by school admin
 - Serious issues likely to be investigated by Detective Burnes
 - SRO usually will not investigate /charge – to maintain relationship
 - Collaboration necessary to avoid operating at cross purposes and for community communication when necessary
- Communicating with parents and / or conducting home visits (truancy issues, domestic violence at home, behavioral / mental health concerns)
- Working with district and building admin to update emergency plans and serve on crisis teams, safety curriculum teams, etc.
- Getting into classrooms to work with students at a small group level on various topics (consent/boundaries, school safety, inclusion)
- Monitoring buses, lots, and interior roads during student dismissal (2:30-3:30PM)

SRO is also responsible for responding and reacting to emergent issues that arise, which may include:

- Threats, 911 hang-up's, vandalism
- Reports of concern regarding students such as safety issues at home (abuse/neglect, PFA)
- Student conflict which could rise to the level of school safety
- Looped in by school admin regarding student behavioral or mental health concerns which may not rise to the level of a behavioral threat assessment but bear watching

Programmatic Responsibilities:

- Member of the Behavioral Threat Assessment Team
- Key member of MSAD#51 Safety Committee
- LE manager of ALICE program for initial / continuing training and drills
- See Something Say Something rollout
- Liaison between MSAD#51 and Cumberland Police Department (Handle with Care program)
- Community / student programs (bike rodeo, public safety summer camp)
- Liaison with Casco Bay CAN (youth substance use harm reduction)

III. **PUBLIC DISCUSSION**

Bill Stiles of Range Road said that the way he understands it, if the school referendum passes, it will increase the average person's taxes \$200 per year for 5 years. This means that at the end of the 5 years, his taxes will have gone up \$1,000. In addition to that, the school has approximately a 5% increase in their budget, which increases property taxes even more. On top of that, he understands that there is a proposal for \$2,000,000 in improvements to one of their current buildings. He hasn't heard the Council release any information about this, as he call it, impending doom. This all has to do with our overall town budget, and he feels that more information should be out there.

Chairman Foster responded that she thinks that this Council has provided space for the School Board to partner with us and we have Town Council representatives on their Communication Committee. We have invited School Board members to join us at the Farmer's Market, which they have done. We have included information in the Town Crier. From this dais, she has announced the two public meetings that were happening. It is not our proposal to sell, but we have actively made sure that folks know where to find the information.

Councilor Filson added that there will be a mailer sent out to every registered voter with a lot of information regarding the new school project. It will be mailed out prior to election day. Also, the recording of the last School Board meeting has time stamps on it so it's easy to find the conversation regarding the referendum. The Communications Committee is available to answer any questions that anyone has.

IV. LEGISLATION AND POLICY

22 – 130 To hold a Public Hearing to consider and act on the 2023 Shellfish License allocations, as recommended by the Shellfish Conservation Commission.

Chairman Foster explained that this is the annual allocation recommendation on shellfish licenses coming from the Shellfish Conservation Commission.

Mike Brown, Chairman of the Shellfish Conservation Commission explained that our fees are noticeably lower than other Towns. There is nobody else offering a free license, and the Commission decided to keep it the same this year. However, there is still a \$10 conservation fee place. The resident fee was eliminated due to the decrease and almost non-existent clam population in our flats. There were conversations about reinstating the license fee, but the Commission decided to leave it as is for this year.

Chairman Foster opened the Public Hearing.

No public comment.

Chairman Foster closed the Public Hearing.

Motion by Councilor Copp, seconded by Councilor Vail, to approve the 2023 Shellfish License allocations, as recommended by the Shellfish Conservation Commission.

VOTE: 5-0 UNANIMOUS

22 – 131 To hear a report from the Finance Director re: End of Year and 1st Quarter Financials.

Finance Director, Helene DiBartolomeo, presented the following:

**Town of
Cumberland
FY2022 Q4
Results
(July 1 –
June 30)**



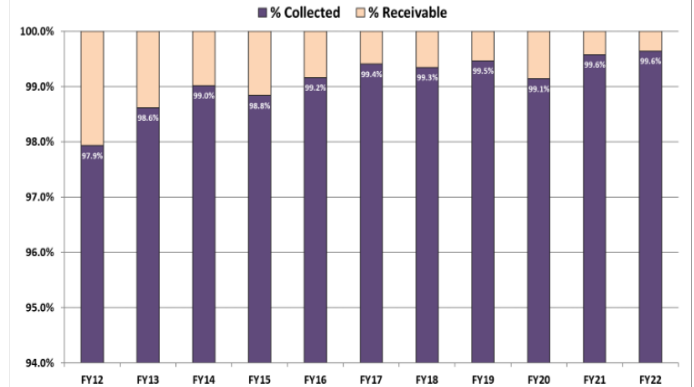
**General Fund
FY2022 Q4 Overview**

	FY2022 Budget	FY2022 YTD Actual	FY22 %	FY21 %
TOTAL REVENUES	\$ (6,418,982)	\$ (8,276,384)	129%	125%
Controllable Expenses	\$ 9,381,625	\$ 9,656,843	103%	96%
Fixed Expenses	\$ 23,837,511	\$ 23,847,397	100%	100%
TOTAL EXPENSES	\$33,219,136	\$33,504,240	101%	99%

General Fund FY2022 Q4 Selected Revenues

	FY2022 Budget	FY2022 YTD Actual	FY22 %	FY21 %
Excise Tax	\$ (2,003,000)	\$ (2,260,576)	113%	139%
State Revenue Sharing	\$ (825,000)	\$ (1,554,961)	188%	207%
Permits & Impact Fees	\$ (177,174)	\$ (355,110)	200%	167%
Emergency Transport Billing	\$ (160,000)	\$ (208,470)	130%	97%

General Fund FY2012-22 Q4 Property Tax Revenue Collection History



General Fund FY2022 Q4 Selected Expenses

	FY2022 Budget	FY2022 YTD Actual	FY22 %	FY21 %
Police	\$ 1,552,217	\$ 1,541,221	99%	93%
Fire	\$ 1,078,586	\$ 1,015,116	94%	96%
Public Services	\$ 2,287,999	\$ 2,337,726	102%	94%

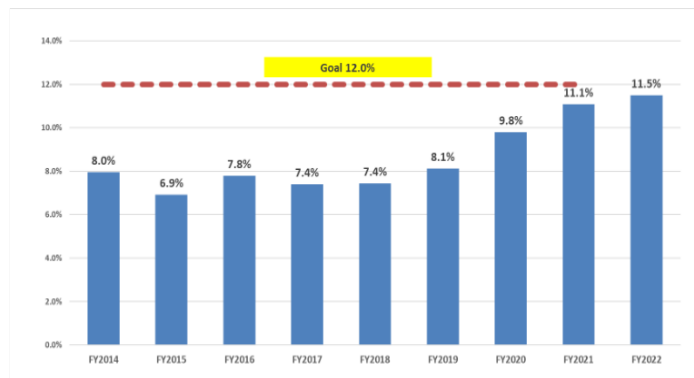
General Fund FY2022 Q4 Val Halla Results

	FY2022 Budget	FY2022 YTD Actual	FY22 %	FY21 %
Revenue - Val Halla	\$ (699,026)	\$ (1,036,622)	148%	143%
Expenses - Val Halla	\$ 806,491	\$ 879,544	109%	104%
Net (Gain) Loss	\$ 107,465	\$ (157,078)		

General Fund FY2022 Q4 Recreation Results

	FY2022 Budget	FY2022 YTD Actual	FY22 %	FY21 %
Revenue - After School	\$ (272,000)	\$ (355,420)	131%	119%
Revenue - All Other	\$ (642,230)	\$ (648,079)	101%	30%
Total Revenues	\$ (914,230)	\$ (1,003,499)	110%	56%
Expenses - Admin	\$ 392,222	\$ 461,547	118%	74%
Expenses - Program	\$ 563,070	\$ 624,562	111%	103%
Total Expenses	\$ 955,292	\$ 1,086,109	114%	88%
Net (Gain) Loss	\$ 41,062	\$ 82,610		

General Fund: FY2014 – 2022 Fund Balance



Town of
Cumberland
FY2023
Q1 Results
(July –
September)



General Fund
FY2023 Q1 Overview

	FY23 Budget	FY23 YTD Actual	FY23 %	FY22 %
TOTAL REVENUES	\$ (6,429,394)	\$ (2,962,344)	46%	39%
Controllable Expenses	\$ 10,354,025	\$ 2,994,615	29%	26%
Fixed Expenses	\$ 25,087,066	\$ 7,106,614	28%	28%
TOTAL EXPENSES	\$35,441,091	\$10,101,229	29%	27%

General Fund
FY2023 Q1 Selected Expenses

	FY23 Budget	FY23 YTD Actual	FY23 %	FY22 %
Police	\$ 1,706,834	\$ 411,412	24%	23%
Fire	\$ 1,219,397	\$ 303,082	25%	21%
Public Services	\$ 2,501,641	\$ 588,414	24%	21%

General Fund
FY2023 Q1 Selected Revenues

General Fund
FY2023 Q1 Val Halla Results

	FY23 Budget	FY23 YTD Actual	FY23 %	FY22 %
Revenue - Val Halla	\$ (856,140)	\$ (429,897)	50%	52%
Expenses - Val Halla	\$ 922,314	\$ 394,496	43%	40%
Net (Gain) Loss	\$ 66,174	\$ (35,401)		

General Fund
FY2023 Q1 Recreation Results

	FY23 Budget	FY23 YTD Actual	FY23 %	FY22 %
Revenue - After School	\$ (320,000)	\$ (56,242)	18%	21%
Revenue - All Other	\$ (694,555)	\$ (693,317)	100%	67%
Total Revenues	\$ (1,014,555)	\$ (749,559)	74%	53%
Expenses - Admin	\$ 455,711	\$ 110,927	24%	26%
Expenses - Program	\$ 627,748	\$ 321,255	51%	44%
Total Expenses	\$ 1,083,459	\$ 432,182	40%	37%
Net (Gain) Loss	\$ 68,904	\$ (317,377)		

Questions?



Motion by Councilor Segrist, seconded by Councilor Vail, to accept the FY'22 End of Year Financial Report and FY'23 1st Quarter Financial Report, as recommended by the Finance Committee.

VOTE: 5-0 UNANIMOUS

22 – 132 To hold a Public Hearing to consider and act on amendments to Chapter 315 (Zoning), Section 28, of the Cumberland Code to add a new Overlay District #6 (Public Safety Telecommunications Overlay District), to include the parcels at Tax Map R03/Lots 25 & 26 and Map R07/Lot 34A, to establish areas where telecommunications facilities may be located for the proper communication by and between public safety agencies and organizations of the Town, as recommended by the Planning Board.

Chairman Foster explained that this would allow for the erection of cell towers to be paid for with private monies, in a new overlay district.

Councilor Vail added that these two locations are the best in terms of coverage for our public safety communication.

Town Manager Shane added that this came about when the Police Chief came to the Council and asked for permission to apply for a grant for a radio communication study. That study revealed the best location for towers. Our public safety personnel cannot hear on their portable radios in many areas of our Town. Any future tower projects would go before the Planning Board for approval. The action this evening is approval of overlay districts where they would be allowed.

Chairman Foster opened the Public Hearing.

Mike Schwindt, Chairman of the Lands and Conservation Commission, voiced concern that this is not the first time that something has come before the Town Council that the Commission has not taken part in. He first heard about this when he saw the October Planning Board agenda. The Lands and Conservation Commission met in August, September, and October, and at no time was this issue ever raised apprising the Commission that this was coming. The Commission cannot do its job if we do not know what is coming.

Chairman Foster accepted and apologized that the Lands and Conservation Commission was missed in the conversation. At this point, there is no tower being erected and there is currently no lease agreement. The action this evening is to provide the overlay district, so it is a possibility in the future.

Chairman Foster closed the Public Hearing.

Motion by Councilor Copp, seconded by Councilor Filson, to amend Chapter 315 (Zoning), Section 28, of the Cumberland Code to add a new Overlay District #6 (Public Safety Telecommunications Overlay District), to include the parcels at Tax Map R03/Lots 25 & 26 and Map R07/Lot 34A, to establish areas where telecommunications facilities may be located for the proper communication by and between public safety agencies and organizations of the Town, as recommended by the Planning Board.

VOTE: 5-0 UNANIMOUS

22 – 133 To hold a Public Hearing to consider and act on amendments to the Official Zoning Overlay Map of the Town of Cumberland to add a new Public Safety Telecommunications Overlay District, as recommended by the Planning Board.

Chairman Foster explained that this is the next step in relation to the previous item to change our zoning map to add the new overlay district.

Chairman Foster opened the Public Hearing.

No public comment.

Chairman Foster closed the Public Hearing.

Motion by Councilor Copp, seconded by Councilor Segrist, to amend the Official Zoning Overlay Map of the Town of Cumberland to add a new Public Safety Telecommunications Overlay District, as recommended by the Planning Board.

VOTE: 5-0 UNANIMOUS

22 – 134 To hold a Public Hearing to consider and act on amendments to Chapter 84 (Fees & Fines), Section 16 (Rezoning or contract zone fee), C (Zoning Text Change) of the Cumberland Code.

Chairman Foster explained that this is a fee increase to cover costs for amendments to our zoning map.

Town Manager Shane added that we are required to post out most current map, so every time there is an amendment, we have to have new maps printed.

Chairman Foster opened the Public Hearing.

No public comment.

Chairman Foster closed the Public Hearing.

Motion by Councilor Segrist, seconded by Councilor Filson, to amend Chapter 84 (Fees & Fines), Section 16 (Rezoning or contract zone fee), C (Zoning Text Change) of the Cumberland Code.

VOTE: 5-0 UNANIMOUS

22 – 135 To hold a Public Hearing to consider and act on amendments to Chapter 242 (Stormwater Management) of the Cumberland Code, to add new Articles III (Erosion and Sedimentation Control) & IV (Low Impact Development), as recommended by the Planning Board.

Town Manager Shane explained that as we grew as a community, the Department of Environmental Protection (DEP) looked at us differently. When you reach a population of over 1,000 people per square mile, which we are in

the center of Town and sections for the Foreside, we are required to watch how stormwater, erosion control, and construction activities are managed and monitored. All neighboring Towns are adopting the same ordinances.

Chairman Foster opened the Public Hearing.

No public comment.

Chairman Foster closed the Public Hearing.

Motion by Councilor Filson, seconded by Councilor Segrist, to amend Chapter 242 (Stormwater Management) of the Cumberland Code, to add new Articles III (Erosion and Sedimentation Control) & IV (Low Impact Development), as recommended by the Planning Board.

VOTE: 5-0 UNANIMOUS

22 – 136 To hold a Public Hearing to consider and act on amendments to Chapter 250 (Subdivision of Land), Article 3 (Conservation Subdivision); 6.D.7; 8.D; 9.A.1; and 13.B.1 re: conservation subdivision requirements; Sections: 41 & 44 re: stormwater management; and to add Sections 38.F (Foundation Drains) and 38.G (Monumentation), of the Cumberland Code, as recommended by the Planning Board.

Chairman Foster said that the Planning Board did unanimously recommend this as proposed except for a line under the Conservation Subdivision Standards section, item 7. They rejected the recommended language: *prime agricultural land of at least five contiguous acres whether or not in common ownership must be included*.

Councilor Segrist said that to him, the word “must” is redundant. If it’s five contiguous acres, whether or not common ownership, it’s already being a defined term as this is what prime high value conservation area would be.

Councilor Vail said that he is in favor of putting the word “must” back in. This is language that the Lands and Conservation Commission came up with and it has not been tested yet or rejected by any developer.

Chairman Foster opened the Public Hearing.

Mike Schwindt, Chairman of the Lands and Conservation Commission said that after considerable discussion between the Planning Board and the Lands and Conservation Commission, a subcommittee was appointed. The subcommittee met and language was agreed to. When you look at the conservation subdivision standards, under the definition of High-Value Conservation Areas, it reads:

- (1) Existing trails that connect with existing trails on Town-owned land or with existing trails on abutting land protected by a conservation easement;
- (2) Existing healthy, native forests of at least one contiguous acre;
- (3) Habitats of endangered or threatened species;
- (4) Significant wildlife habitats as defined by Maine Department of Inland Fisheries and Wildlife, or the municipality;
- (5) Significant natural features and scenic views such as ridge lines, peaks and rock outcroppings, particularly those that can be seen from public roads;
- (6) Archaeological sites, historic structures, cemeteries and burial grounds; and
- (7) Prime agricultural lands of at least five contiguous acres.

The reason for the five contiguous acres as he recalls, was because we are trying to save farmland so it could be used for food production if need be. He recommended adding the word “must” back in.

Chairman Foster said that she appreciated Mr. Schwindt reading the ordinance language because what she heard is that the word “must” isn’t after any of the other items. The Planning Board’s point is that if there is a plot of land

that has 4 out of 7 of these items, but that adds up to more than 50%, the “must” would say that farmland would always be the number one priority.

Councilor Vail said that it might be helpful to put it in perspective. We have only identified 900 acres. This is a small portion of the Town. To not protect those 900 acres is not the intent. We should carry through with the original intent.

Chairman Foster said that she is not opposed to putting the word “must” back in if we consider that to be a priority. She suggested that the Ordinance Committee could look at this in the future in an effort to clarify the language.

Chairman Foster closed the Public Hearing.

Motion by Councilor Vail, seconded by Councilor Filson, to amend Chapter 250 (Subdivision of Land), Article 3 (Conservation Subdivision); 6.D.7; 8.D; 9.A.1; and 13.B.1 re: conservation subdivision requirements; Sections: 41 & 44 re: stormwater management; and to add Sections 38.F (Foundation Drains) and 38.G (Monumentation), of the Cumberland Code, as recommended by the Planning Board, and to reinstate the language: prime agricultural land of at least five contiguous acres whether or not in common ownership “*must be included*” in Section 250-6(D)(7).

VOTE: 5-0 UNANIMOUS

22 – 137 To hold a Public Hearing to consider and act on amendments to Chapter 229 (Site Plan Review), Sections: 2; 10.C.1; 10.C.2.b & c; and Appendix C, of the Cumberland Code, related to stormwater management amendments, as recommended by the Planning Board.

Chairman Foster explained that this is related to the two previous items to reflect everything that we just put into the Ordinance.

Chairman Foster opened the Public Hearing.

No public comment.

Chairman Foster closed the Public Hearing.

Motion by Councilor Copp, seconded by Councilor Vail, to amend Chapter 229 (Site Plan Review), Sections: 2; 10.C.1; 10.C.2.b & c; and Appendix C, of the Cumberland Code, related to stormwater management amendments, as recommended by the Planning Board.

VOTE: 5-0 UNANIMOUS

22 – 138 To hold a Public Hearing to consider and act on amendments to Chapter 30 (Boards and Commissions) to add Section IV (Parks & Recreation Advisory Board), as recommended by the Ordinance Committee.

Chairman Foster suggested tabling this item since Councilor Storey-King is absent this evening. She is the Council Liaison to the Parks and Recreation Advisory Board, and she would like her to be able to explain this item. There is no time sensitivity on this item.

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

VOTE: 5-0 UNANIMOUS

22 – 139 To set a Public Hearing date of November 14th to consider and act on authorizing the Town Manager to execute closing documents for the purchase of the Val Halla Banquet Center from Maine State Golf Association, Inc. for a purchase price of \$325,000.00 to be paid from the Building Reserve Fund.

Chairman Foster said that this is just to set the Public Hearing date of November 14th on this item. There is no action other than that this evening.

Mike Schwindt, Chairman of the Lands & Conservation Commission said that he received an email from the Sustainability Subcommittee of the Lands & Conservation Commission. They are concerned that the impact this expenditure could have on the goal of conserving 30% of the Town lands by 2030 called for in the climate action plan, approved by the Town Council. They are also concerned with the potentially high cost of retrofitting the banquet center to a zero-carbon standard for new buildings, also called for in the climate action plan. The third concern is the extent to which sludge spreading at Val Halla may require remediation.

Chairman Foster said that Mr. Schwindt's comments are recognized and would expect and hope that we will have a formal recommendation from the Lands & Conservation Commission at the November 14th Town Council meeting.

Councilor Segrist requested that this be added to the Lands & Conservation Commission's November 2nd meeting to discuss.

Lou Gallaudet, a member of the Housing Task Force, said that there are several entities that are interested in this purchase. The Housing Task Force is interested in the money because they are working on ways to create affordable housing and find land on which to put affordable housing. Is there anything that can be done with this space in regard to affordable housing? They would like to be part of this conversation.

Motion by Councilor Copp, seconded by Councilor Vail, to set a Public Hearing date of November 14th to consider and act on authorizing the Town Manager to execute closing documents for the purchase of the Val Halla Banquet Center from Maine State Golf Association, Inc. for a purchase price of \$325,000.00 to be paid from the Building Reserve Fund.

VOTE: 5-0 UNANIMOUS

V. NEW BUSINESS

Councilor Copp – he was absent from the last Town Council meeting, so he wasn't able to make his donation to the Food Pantry, as he does at every meeting. He donated double to make up for this. He attended the 4-H auction at the Cumberland Fair last month where the Town purchased 3 pigs and 1 steer for the Food Pantry. The auction prices were extremely high and the 4-H kids did very well.

Firearms hunting season begins this Saturday. If you're out walking, please remember to wear orange. This goes for your pets also.

He asked the Town Manager when the last day for absentee voting is.

Town Manager Shane said the last day is the Thursday before the election.

Councilor Filson – she gave a shout out to the folks at Pine Ridge Acres for the amazing job they did with their fall festival. It is amazing!

Regarding the upcoming school referendum and being on the communication committee for that project, thank you Mr. Stiles for the candid feedback. As we come up to election, the committee will do their very

best to streamline any final communication. If you visit msad51.org, the FAQ's have been updated, and the recording of their most recent meeting has very clear timestamps to make it easy to navigate and find exactly the information you are looking for. The communications committee is doing their very best to make this a very transparent process.

Chairman Foster encouraged folks to reach out to the School Board members to ask questions if you have any, before this very important vote.

Councilor Vail – no new business.

Councilor Segrist – The Housing Task force will meet at 6:30 p.m. tomorrow evening at Town Hall.

The Maine Municipal Association Legislative Policy Committee (which he sits on) met last month. The goal of the meeting was to identify the huge swath of issues that might potentially be on the legislative agenda. Those issues have now been whittled down. He is not certain at this point what the top issues are but will report back when he finds out.

Chairman Foster – the Council met in workshop after the last Council meeting to review their priorities and projects. It was a very good discussion and one of the things that was brought up was with the Town Manager's impending retirement. She requested that the Town Manager reach out to our Town Attorney and schedule a time for her to meet with the Town Council to discuss the process of hiring a new manager.

This past weekend, she had the pleasure of attending the Chebeague & Cumberland Land Trust (CCLT) annual meeting at the new Longwoods Preserve. It was a beautiful spot and a beautiful day. She was able to listen to the amazingly kind words in recognition of what our Town Manager has done and his support in partnership with the CCLT to preserve huge plots of land over the years. He was awarded the Bates Conservation Award from the CCLT in recognition of his 20+ years of being a steward and partner for them. Thank you for all you do, Bill!

VI. ADJOURNMENT

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

VOTE: 5-0 UNANIMOUS

TIME: 9:30 P.M.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

ITEM

22-140

To hold a Public Hearing to consider and act on authorizing the Town Manager to execute closing documents for the purchase of the Val Halla Banquet Center from Maine State Golf Association, Inc. for a purchase price of \$325,000.00 to be paid from the Building Reserve Fund

**CUMBERLAND TOWN COUNCIL ORDER
AUTHORIZING THE PURCHASE OF REAL PROPERTY**

WHEREAS, the Town entered into a purchase and sale agreement with the Maine State Golf Association, Inc. dated September 23, 2022 (the “PSA”) for the purchase of the Val Halla Golf Course located in Cumberland, Maine as more fully described in the PSA (the “Property”); and

WHEREAS, the PSA contemplates that the closing of the transaction between the parties will take place on or around November 2, 2022; and

WHEREAS, the Town has identified the source of funding for the purchase of the Property pursuant to the terms of the PSA and does not seek to borrow any funds for this purpose;

NOW, THEREFORE, be it voted, resolved, and ordered by the Town Council of the Town of Cumberland, Maine:

Section 1: Appropriation. The sum of \$325,000 is hereby appropriated from the CIP Building Reserve Fund to purchase the Property.

Section 2: Closing Documents. The Town Manager, Treasurer, Chair of the Town Council, Clerk and other appropriate officers of the Town are hereby authorized and empowered to do all such acts and things, and to execute, deliver, file, approve, and record all such documents, contracts, deeds, assignments, certificates, memoranda, abstracts, and other documents as may be necessary or advisable, with the advice of counsel for the Town, including but not limited to any certificates, agreements, and other documents as may be necessary or appropriate in connection with the purchase of the Property or to carry out the provisions of the resolutions heretofore adopted at this meeting in connection with the PSA and purchase of the Property.

Section 3: Town Officials. If any of the officers or officials of the Town who have signed or sealed any documents in connection with the purchase of the Property shall cease to be such officers or officials before any such documents so signed and sealed have been actually authenticated or delivered by the Town, such documents nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such documents had not ceased to be such officer or official; and also any such documents may be signed and sealed on behalf of the Town by those persons who, at the actual date of the execution of such documents, shall be the proper officers and officials of the Town, although at the nominal date of execution any such person shall not have been such officer or official.

Section 4: Deputy Officials. If the Town Manager, Treasurer, Chair of the Town Council or Clerk are for any reason unavailable to approve and execute the documents in connection with the purchase of the Property, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had herself performed such act.

ADOPTED this 14th day of November, 2022 by the Cumberland Town Council:

Allison Foster, Chair

Mark Segrist, Vice Chair

Shirley Storey-King

Ronald Copp

Michael Edes

Brooke Filson

Robert Vail

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), made as of the Effective Date (as defined in Section 1.2), by and between **MAINE STATE GOLF ASSOCIATION, INC.** (d/b/a Maine Golf), a Maine non-profit corporation having a mailing address of 58 Val Halla Road, Cumberland, Maine 04021 ("Seller"), and **TOWN OF CUMBERLAND**, a Maine municipal corporation organized and existing under the laws of the State of Maine, with a mailing address of 290 Tuttle Road, Cumberland, Maine 04021 ("Purchaser").

ARTICLE I

Purchase and Sale; Effective Date

Section 1.1. Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase and from Seller, at the price and/or upon the terms and conditions of this Agreement, the following items:

(i) The fee simple interest in and to Seller's real property, with any improvements located thereon, at the Val Halla Golf Course in Cumberland, Maine, as more particularly described in a deed from the Purchaser to Seller dated October 27, 2011 and recorded in the Cumberland County Registry of Deeds in Book 29073, Page 113 (together with the attendant rights and interests described in such deed, hereinafter referred to as the "Property"); and

Section 1.2. The "Effective Date" of this Agreement is the date that the last of the parties has executed this Agreement, as indicated below such party's signature.

ARTICLE II

Purchase Price

Section 2.1. The purchase price for the Property (the "Purchase Price") shall be Three Hundred Twenty-Five Thousand and 00/100 Dollars (\$325,000.00), subject to adjustment pursuant to the provisions of this Agreement, which shall be payable by Purchaser on the Closing Date (as defined in Section 6.2) in immediately available funds, by confirmed wire transfer to an account at a bank specified by Seller.

ARTICLE III

Conditions Precedent to Purchaser's Performance; Seller's Post-Closing Covenants

Section 3.1. Purchaser shall not be obligated to perform under this Agreement unless Purchaser receives the approval of the Town Council of the Town of Cumberland on or before the Closing Date. If the Town Council of the Town of Cumberland fails to approve this Agreement and the Purchaser's obligations hereunder on or before the Closing Date, then this Agreement shall terminate and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement.

Section 3.2. For a period of ten (10) years following the Closing Date, the Seller covenants and agrees to hold at least three (3) golf events annually on or between May 1 and October 15 of any given year, at Val Halla Golf Course in Cumberland, Maine. The dates and times for such golf events shall be mutually agreed to by the Purchaser and Seller. For such events, Seller shall be entitled to receive all green fees. Cart fees and other amenities (e.g., food, prizes, etc.) for such events shall belong to the Purchaser. Notwithstanding any other provision in this Agreement, the provisions of this Section 3.2 shall survive the Closing.

ARTICLE IV
Due Diligence

Section 4.1.

(a) (i) Commencing upon the Effective Date and continuing through the Closing Date, Purchaser shall have the right, at its sole cost and expense, to conduct inspections and tests of the Property and to perform such other due diligence with respect to the Property as Purchaser deems necessary. Purchaser acknowledges and agrees that its inspection right shall expire at 5:00 P.M. (EST) on the forty fifth (45th) day after the Effective Date of this Agreement (such period being hereinafter referred to as the "Due Diligence Period"). If, in connection with the performance of its due diligence, Purchaser and/or its representatives require access to the Property, Seller agrees to reasonably cooperate with Purchaser and its representatives; provided, however, such access shall be during normal business hours and after twenty-four (24) hours prior notice to Seller.

(ii) Seller has delivered or caused to be delivered to Purchaser, or will otherwise make available to Purchaser reasonably promptly after the Effective Date the following due diligence materials: ("Due Diligence Materials"): (y) title policies and/or opinions; and (z) any other plans, surveys, building specifications, environmental or structural reports, hazardous material studies, reports, contracts, agreements or other instruments or documents relating to the Property to the extent such items are within Seller's reasonable possession and control ("Due Diligence Materials").

(b) (i) Purchaser shall have the right to terminate this Agreement if Purchaser determines, in its sole discretion, that it is not satisfied for any reason with the information obtained by Purchaser during the Due Diligence Period.

(ii) To exercise such termination right, Purchaser shall give written notice of termination to Seller on or before 5:00 P.M. (EST) on the last day of the Due Diligence Period, time being of the essence with respect to the giving of such notice. If Purchaser gives notice of termination on or before said deadline, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. If Purchaser fails to give such notice of termination on or before said deadline, then Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 4.1(b)(ii), and Purchaser agrees to purchase the Property in its "as is" condition as of the expiration of the Due Diligence Period, subject to reasonable wear and tear, without abatement or reduction of the Purchase Price.

ARTICLE V
State of Title

Section 5.1. Title to the Property shall be marketable and insurable at regular rates by a reputable title insurance company selected by Purchaser doing business in the State of Maine (the "Title Insurer"), subject only to the following matters (all of which are hereinafter collectively referred to as "Permitted Exceptions"): (i) all matters of record affecting the Property, which do not materially and adversely affect the present use or marketability of the Property (other than those mortgages or other encumbrances that Seller is obligated to remove under the provisions of Section 5.2(c)); (ii) the real estate taxes not due and payable as of the Closing Date; (iii) any state of facts an accurate survey of the Property would disclose, provided such state of facts do not materially and adversely affect the present use or marketability of the Property; (iv) zoning and land use matters, which do not materially detract from the

value or use of the Property as presently used; (v) the standard printed exceptions set forth in the current ALTA owner's title insurance policy form; and (vi) any title or Survey defects waived or deemed to be waived by Purchaser pursuant to Section 5.2 below. For the purposes of this Article V, the term "Title Date" shall mean the date of Purchaser's title commitment or, if Purchaser elected not to obtain said title commitment, the last day of the Title Period (as defined in Section 5.2(a)).

Section 5.2.

(a) Purchaser shall have the right, at its sole cost and expense, to examine title to the Property and to obtain a title commitment. Purchaser acknowledges and agrees that its inspection right shall expire at 5:00 P.M. (EST) on the forty fifth (45th) day after the Effective Date of this Agreement (such period being hereinafter referred to as the "Title Period"). If Purchaser is not satisfied, in its sole discretion, with the results of its title review for any reason except the Permitted Exceptions, then Purchaser shall have the right, by notice given to Seller on or before 5:00 P.M. (EST) on 1st day following the expiration of the Title Period, to either (i) terminate this Agreement or (ii) specify those matters in title that are not acceptable to Purchaser ("Title Defect Notice"). If Purchaser elects to terminate this Agreement on or before said deadline, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. If Purchaser elects to give Seller the Title Defect Notice on or before said deadline, then Seller shall notify Purchaser, within five (5) business days after Seller's receipt of the Title Defect Notice, whether Seller will attempt to cure such title or Survey defects pursuant to the provisions of Section 5.2(c). In the event Purchaser fails to give Seller said termination notice or the Title Defect Notice on or before said deadline, then Purchaser shall be deemed to have accepted all title defects, if any, existing as of the Title Date, and thereafter the same shall be deemed Permitted Exceptions for all purposes of this Agreement.

(b) In connection with any defect in title that arises after the Title Date, Purchaser shall notify Seller of such defect in title on or before the Closing. If Purchaser notifies Seller of any such title defect on or before said deadline, then Seller shall notify Purchaser, within five (5) business days after receipt of Purchaser's notice of title defects, whether Seller will attempt to cure such title defects pursuant to the provisions of Section 5.2(c). In the event Purchaser fails to give Seller notice of such defect in title on or before said deadline, then Purchaser shall be deemed to have accepted such title defect, and thereafter the same shall be deemed Permitted Exceptions for all purposes of this Agreement.

(c) Notwithstanding anything to the contrary contained in this Agreement, Purchaser agrees that Seller shall have no obligation to remove any title defects or to incur any cost or expense in connection therewith other than to remove (i) any mortgage or other monetary lien affecting the Property that secures Seller's obligation to pay a monetary amount, or (ii) any monetary lien recorded after the Title Date that resulted from Seller's failure to pay any amount due and payable by Seller. With respect to the title defects described in clauses (i) or (ii) Seller agrees to remove the same, or cause the same to be insured against, on or before the Closing; and Purchaser acknowledges and agrees that Seller may use any portion of the Purchase Price to satisfy the same. With respect to any other title defect, if Seller does not agree to attempt to cure such title defects by notice given to Purchaser on or before the expiration of said five (5) business day period, Purchaser shall have the right, by notice given to Seller within ten (10) business days after the earlier to occur of the expiration of said five (5) business day period or Purchaser's receipt of Seller's notice, either to waive the defect and close title without abatement or reduction of the Purchase Price, or terminate this Agreement. If Seller agrees to attempt to cure such title defect, then Seller shall have thirty (30) days after Seller's receipt of Title Defect Notice or notice of title defect, whichever is applicable, to remove the same. Seller agrees to use commercially reasonable efforts to remove such title defect within said thirty (30) day period. In the event Seller has not removed such title defect within said thirty (30) day period, then Purchaser shall have the right, by notice given to Seller within five (5) business days after the expiration of said thirty (30) day period, either to waive the defect and close title without abatement or reduction of the Purchase Price, or terminate this

Agreement. If Purchaser elects to terminate this Agreement pursuant to this Section 5.2(c), then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement. Purchaser acknowledges and agrees that if Purchaser elects to terminate this Agreement pursuant to this Section 5.2(c), Seller shall not be liable to Purchaser for any costs, expenses or damages (consequential or otherwise) incurred by Purchaser in connection with this Agreement.

(d) The parties acknowledge and agree that the Closing shall be postponed by the number of days required to allow the parties to respond within the time periods set forth in Section 5.2(c) and, if applicable, to allow Seller to attempt to cure such title defects; provided, however, such postponement shall not exceed an aggregate of ninety (90) days.

ARTICLE VI Representations

Section 6.1.

(a) Seller represents and warrants to Purchaser, as of the Effective Date and at the Closing Date, the following:

(i) Seller is a Maine non-profit corporation duly organized and in good standing under the laws of the State of Maine, and authorized to do business in the State of Maine.

(ii) The execution, delivery and performance of this Agreement by Seller are within Seller's powers and have been duly authorized by all necessary corporate action. Further, all requisite corporate action has been taken in connection with the Closing and the execution and delivery of the instruments referenced in this Agreement and for the consummation of the transaction contemplated hereby, and no further approval or consent is required for Seller to execute, deliver or perform this Agreement. The person whose signature appears below for Seller is duly authorized to execute and deliver this Agreement.

(iii) To the best of Seller's knowledge: (A) there are no condemnation or eminent domain proceedings pending or contemplated against the Property or any part thereof; (B) Seller has received no notice, oral or written, of the desire of any public authority or other entity to take or use the Property or any part thereof; or (C) there are no lawsuits against the Property;

(iv) Seller has not received any notice of adverse claims of title with respect to the Property or any portion thereof.

(b) The representations contained in Section 6.1(a) shall survive the Closing for a period of one (1) year from the Closing Date.

Section 6.2.

(a) Purchaser represents and warrants to Seller, as of the Effective Date and at the Closing Date, the following:

(i) Purchaser is a Maine municipal corporation duly organized and in good standing under the laws of the State of Maine, and authorized to do business in the State of Maine.

(ii) The execution, delivery and performance of this Agreement by Purchaser are within Purchaser's powers and have been duly authorized by all necessary corporate action. Further, all requisite corporate action has been taken in connection with the Closing and the execution and delivery of the instruments referenced in this Agreement and for the consummation of the transaction contemplated hereby, and no further approval or consent is required for Purchaser to execute, deliver or perform this Agreement. The person whose signature appears below for Purchaser is duly authorized to execute and deliver this Agreement.

(b) The representations contained in Section 6.2(a) shall survive the Closing for a period of one (1) year from the Closing Date.

ARTICLE VII Closing Obligations; Closing

Section 7.1.

(a) On the Closing Date, Seller shall deliver to Purchaser the following documents, in form and substance reasonably satisfactory to Seller and Purchaser, duly executed and, if applicable, acknowledged by Seller:

(i) a statutory Quitclaim Deed with Covenant (the "Deed"), in a form mutually agreed to by Purchaser and Seller, in proper statutory form for recording, conveying Seller's interest in the Property to Purchaser subject only to the Permitted Exceptions;

(ii) a non-foreign person affidavit stating that Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980, and that upon the consummation of the transaction contemplated hereby, Purchaser will not be required to withhold from the purchase price any withholding tax;

(iii) the Real Estate Transfer Tax Declaration;

(iv) an affidavit indicating that Seller is a Maine resident, or in lieu thereof or of another applicable exemption, Purchaser shall be entitled to withhold and account for a portion of the Purchase Price as required by 33 M.R.S.A. §5250-A;

(v) a notice regarding underground storage tanks pursuant to 38 M.R.S.A. §563(6);

(vi) a closing statement;

(vii) evidence of corporate and signature authority typical for a transaction of this type in this jurisdiction;

(viii) such other customary documents or instruments reasonably required to carry out the intent of this Agreement, including reasonable evidence of Seller's corporate authority to sell the Property and an owner's affidavit in a form sufficient to omit the parties in possession exception and the mechanic's lien exception from owner's and lender's policies.

(b) On the Closing Date, Purchaser shall pay to Seller the Purchase Price in accordance with Section 2.1 above, and shall deliver to Seller the following documents, in form and substance

reasonably satisfactory to Seller and Purchaser, duly executed and, if applicable, acknowledged by Purchaser:

- (i) the Real Estate Transfer Tax Declaration;
- (ii) the applicable REW forms required by the Maine Bureau of Taxation;
- (iii) a closing statement;
- (iv) evidence of municipal approval and corporate and signature authority typical for a transaction of this type in this jurisdiction;
- (v) such other customary documents or instruments reasonably required to carry out the intent of this Agreement.

Section 7.2. The closing (the "Closing") shall take place at the offices of Purchaser's attorney, or at such other place as the parties may agree upon, on November 2, 2022, or such other date as may be mutually agreed to by the Purchaser and Seller, subject, however, to an extension pursuant to the provisions of Section 5.2(d). The day on which the Closing occurs is hereinafter referred to as the "Closing Date."

Section 7.3.

(a) All apportionments and adjustments shall be made as of 11:59 PM on the day immediately preceding the Closing Date.

(b) The following apportionments and adjustments shall be made:

(i) Real estate taxes, assessments and other governmental charges based on the fiscal year assessed, except as provided in the next succeeding sentence. If there are any betterments assessments against the Property on Closing Date, Seller shall pay same if the work giving rise to the assessment was completed prior to the Effective Date; provided, however, if the work giving rise to the betterments assessment was or is to be completed on or after the Effective Date, such betterments assessment shall be paid by Purchaser. If such real estate taxes, betterments assessments and other governmental charges have not been determined as of the Closing Date, such amounts shall be apportioned on the basis of the real estate taxes, betterments assessments and charges for the preceding fiscal year, with a reapportionment as soon as the new real estate taxes, betterments assessments and charges can be ascertained. The provisions of this clause (i) shall survive the closing.

(ii) Personal property taxes on the personal property owned by Seller, if any, including in the Property based on the fiscal year assessed.

(iii) Water, sewer, electricity, telephone and other utility charges based, to the extent practicable, on final meter readings and final invoices.

(c) The real estate transfer tax imposed pursuant to said 36 M.R.S.A. §4641-A shall be paid by Seller. Purchaser is exempt from real estate transfer tax imposed pursuant to said 36 M.R.S.A. §4641-A.

(d) Purchaser shall pay the premium for the owner and any loan title policies, and the cost for recording the Deed.

(f) Each party shall pay its own attorneys' fees. Other closing costs will be allocated according to the custom for commercial real estate transactions in Maine.

ARTICLE VIII

Possession; Pre-Closing Duties

Section 8.1. At the Closing, Seller shall deliver possession of the Property to Purchaser free and clear of all leases, tenancies or occupancies by any person or entity.

Section 8.2. Seller shall not do any of the following without Purchaser's prior written consent (which may be withheld in Purchaser's sole discretion): (i) grant or permit the creation of any license, easement, lease, contract, contract of sale or other encumbrance on the Property that would survive the Closing Date; (ii) enter into any lease or occupancy agreement for any portion of the Property or (iii) contract for any capital improvements to the Property.

ARTICLE IX

Risk of Loss; Condemnation

Section 9.1.

(a) In the event of any damage to or destruction of the Property due to fire or any other casualty, Seller shall promptly give notice thereof to Purchaser describing such damage or destruction.

(b) (i) If the Property is damaged or destroyed on or before the Closing Date, then the provisions of this Section 9.1(b) shall apply.

(ii) If the estimated cost to repair and/or restore such damage or destruction is more than \$50,000.00, then Purchaser shall have the right, upon notice to Seller, given within ten (10) business days after Purchaser's receipt of the notice described in Section 9.1(a) (time being of the essence with respect to the giving of such notice), to either (A) terminate this Agreement or (B) close title on the Closing Date and pay the entire Purchase Price, but Purchaser shall be entitled to a credit against the Purchase Price for the amount of any insurance proceeds actually received by Seller on account of such damage; provided, however, if the insurance proceeds have not been paid to Seller on the Closing Date, Seller shall then assign to Purchaser all of its right, title and interest in and to the insurance proceeds, and Purchaser shall pay the entire Purchase Price without deduction or credit. If Purchaser fails to exercise such termination right within said ten (10) business day period, then Purchaser shall be deemed to have elected to waive this termination right and shall close title on the Closing Date. If Purchaser elects to terminate this Agreement, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement; Purchaser acknowledges and agrees that if Purchaser terminates this Agreement pursuant to this Section 9.1, then Seller shall not be liable to Purchaser for any costs, expenses or damages (or otherwise) incurred by Purchaser in connection with this Agreement.

(iii) If the estimated cost to repair and/or restore such damage or destruction is equal to or less than \$50,000.00, then this Agreement shall remain in full force and effect, Purchaser shall close title on the Closing Date, and Purchaser shall pay the entire Purchase Price, but Purchaser shall be entitled to a credit against the Purchase Price for the amount of any insurance proceeds actually received by Seller on account of such damage; provided, however, if the insurance proceeds have not been paid to Seller on the Closing Date, Seller shall then assign to Purchaser all of its right, title and interest in and to the insurance proceeds, and Purchaser shall pay the entire Purchase Price without deduction or credit.

Section 9.2. If, prior to the Closing Date, any portion of the Property is taken or threatened to be taken in condemnation or eminent domain proceedings, then Seller shall give Purchaser notice of such taking or threatened taking, and if such taking would materially, adversely affect any building or parking area on the Property or access to the Property from any public street, Purchaser shall have the right to terminate this Agreement. To exercise such right, Purchaser shall notify Seller of its decision within ten (10) business days after actual notice of such taking or threat to take, time being of the essence with respect to the giving of such notice. If Purchaser fails to exercise such termination right within said ten (10) business day period, then Purchaser shall be deemed to have elected to waive this termination right and shall close title without an abatement or reduction of the Purchase Price; provided, however, Purchaser shall be entitled at the Closing to the transfer or assignment of all compensation paid or rights to compensation payable on account of such taking, reduced by Seller's actual and reasonable out of pocket costs of collection accruing prior to the Closing. If Purchaser elects to terminate this Agreement, then this Agreement shall be deemed terminated as of the date on which Seller receives such notice, and neither party shall have any further obligations or liabilities under this Agreement except as expressly set forth in this Agreement; Purchaser acknowledges and agrees that if Purchaser terminates this Agreement pursuant to this Section 9.2, then Seller shall not be liable to Purchaser for any costs, expenses or damages (or otherwise) incurred by Purchaser in connection with this Agreement.

ARTICLE X

Default

Section 10.1. If Purchaser shall default in performing its obligations hereunder prior to or at the Closing Date, and Seller shall have performed or tendered performance of its obligations hereunder, then Seller shall have the right, as its exclusive remedy, to terminate this Agreement.

Section 10.2. If Seller shall default in performing its obligations hereunder prior to or at the Closing Date, and Purchaser shall have performed or tendered performance of its obligations hereunder, then Purchaser's sole remedy shall be to seek the remedy of specific performance of this Agreement.

ARTICLE XI

Brokerage Commissions

Each party represents to the other that it has not dealt with any broker, finder or other intermediary in connection with this sale. Each party agrees to protect, indemnify and hold harmless the other from and against any and all liabilities, claims, demands, costs, expenses (including reasonable attorneys' fees and disbursements) and judgments relating to any fee, commission or other compensation asserted by any other broker, finder or other intermediary in connection with this Agreement or the transactions contemplated hereby arising out of its acts. The provisions of this Article XI shall survive the closing.

ARTICLE XII

Miscellaneous

Section 12.1. Each notice or other communication required or permitted hereby shall be in writing and shall be (a) personally delivered, (b) sent by a reputable overnight delivery service, (c) sent by United States certified mail, return receipt requested, postage prepaid, addressed as set forth herein, or sent by electronic mail.

(i) If to Seller:

Maine State Golf Association, Inc.
58 Val Halla Road
Cumberland, Maine 04021
Attn: Brian Bickford, President
Email: brian@mesga.onmicrosoft.com

With a copy to:

Joshua Dow, Esq.
Pearce, Dow & Burns, LLP
Two Monument Square
Suite 901, PO Box 108
Portland, ME 04112
Email: jdow@pearcedow.com

(ii) If to Purchaser:

Town of Cumberland
Attn: William R. Shane, Town Manager
290 Tuttle Road
Cumberland, Maine 04021
Email: wshane@cumberlandmaine.com

With a copy to:

Alyssa C. Tibbetts, Esq.
Jensen Baird
P.O. Box 4510
Portland, Maine 04112-4510
Email: atibbetts@jensenbaird.com

Any notice or other communication given pursuant to the provisions of this Section 11.1 shall be deemed effective upon receipt by the addressee or upon the date receipt is refused. Either party may, by notice given as aforesaid, designate other addresses to which or addressees to whom notices shall be given.

Section 12.2. The submission of this Agreement or a summary of some or all of its provisions does not constitute an offer to sell or to buy the Property, it being understood and agreed that neither Seller nor Purchaser shall be legally obligated with respect to a sale or purchase of the Property unless and until this Agreement has been executed by both Seller and Purchaser and a fully executed original has been delivered to both pursuant to the provisions of Section 12.1.

Section 12.3. The delivery of the Deed by Seller, and the acceptance thereof by Purchaser, shall be deemed the full performance and discharge of every obligation on the part of Seller to be performed hereunder, except Seller's representations and warranties and those obligations of Seller which are expressly stated in this Agreement to survive the closing.

Section 12.4. Purchaser may assign its interest under this Agreement without the prior written consent of Seller. In the event of any such assignment, Seller agrees to close the transaction contemplated by this Agreement with the approved assignee of Purchaser.

Section 12.5. Deleted.

Section 12.6. Purchaser agrees to keep all discussions and negotiations with Seller, which shall include, without limitation, the terms of this Agreement, and all information obtained by or provided to Purchaser regarding the Property, in strict confidence and shall not disclose the same except to Purchaser's attorneys or professional advisors who are actively and directly participating in the transaction, each of whom will be informed by Purchaser of the confidential nature of this transaction and all discussions, negotiations and terms thereof, be provided with a copy of this provision, and agree to observe the same terms and conditions set forth herein as if specifically named a party hereto.

Section 12.7. This Agreement embodies and constitutes the entire understanding between the parties with regard to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended or terminated except by an instrument in writing signed by the party against whom the enforcement of such waiver, modification, amendment or termination is sought.

Section 12.8. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect the validity and enforcement of the remaining provisions hereof.

Section 12.9. Any time period provided for in this Agreement that ends on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. (EST) on the next business day. In determining the expiration date of any time period measured from the Effective Date, the Effective Date shall not be included in that time period.

Section 12.10. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument. To facilitate execution of this Agreement, the parties may execute and exchange by telephone facsimile or email counterparts of the signature pages.

Section 11.11. This Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser, and their respective heirs, personal representatives, successors and permitted assigns.

Section 12.12. Time shall be of the essence with respect to each and every obligation under this Agreement.

Section 12.13. Neither this Agreement nor a memorandum of this Agreement shall be recorded in any public records.

Section 12.14. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maine.

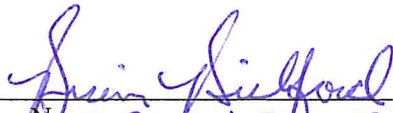
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date(s) set forth below.

SELLER:

MAINE STATE GOLF ASSOCIATION, INC. d/b/a
Maine Golf



Witness:

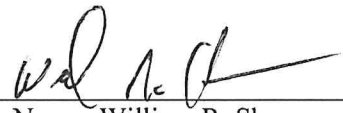
By: 
Name: BRIAN BICKFORD
Title: EXECUTIVE DIRECTOR

Dated: 9/23, 2022

PURCHASER:

TOWN OF CUMBERLAND


Witness:

By: 
Name: William R. Shane
Title: Town Manager

Dated: 9/22, 2022

ITEM

22-141

To consider and act on authorizing the Town Manager to execute a lease agreement for a new radio communication tower on town owned land for future Public Safety equipment

GROUND LEASE

This Ground Lease ("Lease") is made and entered into by and between Town of Cumberland, an ~~incorporated Town~~ body corporate and politic, ~~having an address located~~ at 290 Tuttle Road, Cumberland ME 04021, (hereinafter referred to as "Landlord"), and Maine RSA #1, Inc., a Maine corporation, having an address at Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, (hereinafter referred to as "Tenant").

WHEREAS, Landlord is the fee owner of property ~~with an address of~~ located on Range Way ~~located~~ in the Town of Cumberland, County of Cumberland, State of Maine legally described in Exhibit A attached hereto and incorporated by reference (the "Landlord's Parcel").

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide Tenant such Premises (as hereinafter defined) on the Landlord's Parcel for Tenant's use, as set forth in this Lease.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

- a. Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the ~~following described~~ parcel delineated on Exhibits A and B, which are hereby incorporated as part of this Ground Lease (the "Leasehold Parcel").

~~Approximate dimensions: 80' x 80'~~

~~Approximate square footage: 6400 sf~~

~~Legal descriptions of the Landlord's Parcel and the Tenant's Premises are attached hereto as Exhibit A and a Site Plan of the Leasehold Parcel is attached to the lease as Exhibit B.~~

- b. During the Initial Option Term (as hereinafter defined) and any Extended Option Term (as hereinafter defined), and during the Initial Term (as hereinafter defined) and any Renewal Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises (as hereinafter defined) and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use (as hereinafter defined), all at Tenant's expense. Tenant

will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.

- c. In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of Eighteen Hundred dollars (\$1800.00) within fifteen (15) days of full execution of this Lease by Landlord and Tenant. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant, at the election of Tenant, for an additional six (6) months ("Extended Option Term") upon written notification to Landlord and the payment of an additional Six Hundred dollars (\$600.00) no later than fifteen (15) days prior to the expiration date of the Initial Option Term. Landlord shall provide a complete and accurate IRS form W9 to Tenant for the Payee of the Option sum prior to payment thereof.
 - d. During the Initial Option Term and during the Extended Option Term, if any, as the case may be, Tenant may exercise the Option by notifying Landlord in writing at any time prior to the expiration of the Initial Option Term and the Extended Option Term, if any, as the case may be. The date stated on such notice will be the Commencement Date of the Lease. If Tenant exercises the Option, then Landlord shall lease the Premises (as hereinafter defined) to the Tenant on, and subject to, the terms and conditions of this Lease.
2. Grant of Easements. Landlord hereby grants to Tenant an access easement thirty (30) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access Easement") and a utility easement ten (10) feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to,
- a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels,
 - b. The right to improve an access road within the Access Easement Parcel,
 - c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Utility Easement Parcel,
 - d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of
 - (i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and
 - (ii) Improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and
 - e. The right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel

and the Easement Parcels are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement, such grants not to be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.

3. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the "Improvements"); Tenant's use described in this Section 3 is hereinafter referred to as the ("Permitted Use"). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week. Tenant shall be responsible for all costs of permitting of the Premises.
4. Term of Lease. In the event Tenant, in Tenant's sole discretion, exercises the Option, the initial Lease term will be five (5) years (the "Initial Term"), commencing upon the Commencement Date and terminating at midnight on the day ~~in~~ which the fifth (5th) anniversary of the Commencement Date falls.
5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to twenty (20) additional terms of five (5) years each (each, a "Renewal Term"), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant's intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or any Renewal Term.
6. Option to Terminate.
 - a. Tenant's right to terminate. Tenant shall have the ~~unilateral~~ right to terminate this Lease at any time by giving Landlord written notice of the date of such termination ("Termination Date"). The Indemnification obligations of each party contained in Section 12 and Tenant's requirement to remove improvements as provided in Section 20 shall survive termination of the Lease.
 - 6.b. Landlord's right to terminate. Landlord shall have the right to terminate this Lease if Tenant is in default and such default is not remedied in accordance with the time periods and procedures set forth in Section 14 of this Lease.
7. Rent. Tenant shall pay Rent to Landlord in the amount of Eighteen Hundred dollars (\$1800.00) per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant's first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.

8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by (five)percent (5 %) over the previous term's Rent.
9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations. The word "utilities" shall mean any service that is necessary for the Tenant to conduct its operations on the Premises and "utility services" shall mean any provider who provides utility services or utility related infrastructure so that the Tenant can conduct its Permitted Use on the Premises.
10. Property Taxes. Landlord shall pay prior to delinquency any real estate taxes attributable to Landlord's Parcel. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Improvements. Tenant shall pay to Landlord upon Landlord's demand, any increase in real property taxes levied against Landlord's Parcel which is attributable to Tenant's use or Improvements, provided that Landlord agrees to furnish reasonable documentation of such increase to Tenant. Furthermore, Landlord agrees to give timely notice to Tenant in the event it is notified of an assessment valuation change, or a change in property status. Landlord agrees that Tenant shall have the right to appeal any such change in status or any increase in real estate assessment for the Leasehold Parcel or Tenant's Improvements, and Landlord will reasonably cooperate, but at no cost to Landlord, with any such appeal by Tenant. Tenant shall only be responsible for property tax reimbursements requested by Landlord within one (1) year of payment of such property taxes by Landlord. Landlord's requests to Tenant for reimbursement of such property taxes should be addressed to:

U. S. Cellular
Attention: 853509
P.O. Box 31369
Chicago, IL 60631-0369

In order to ensure that Tenant's leasehold interest is not extinguished in the event that the real property taxes related to Landlord's Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord's Parcel. Tenant shall be entitled to take a credit against the Rent under this lease for any such taxes paid by Tenant that exceed Tenant's proportionate share thereof.

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, including, maintenance of the access road only to the extent needed for use by for four wheel drive vehicles, and if applicable, snow removal if Tenant has exclusive control over its access road. Tenant may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Landlord will maintain the areas surrounding Tenant's Premises. Landlord's maintenance shall include, but is not limited to, if applicable, snow removal if all of or part of the Access Easement is shared between the parties.
12. Mutual Indemnification.

- a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
 - (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.
- b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or
 - (ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.
Nothing in this indemnification shall be construed as a waiver of Landlord's immunities and defenses under the Maine Tort Claims Act against claims brought by third parties.

13. Insurance.

- a. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term. Landlord shall be named as an additional insured on the commercial general liability policy.

~~b. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.~~

14. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.
15. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.
17. Subleasing. Tenant shall have the unreserved and unqualified right to sublet or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent.
18. Right of First Refusal. Tenant (or its successor in interest, assignee or designee) shall have a right of first refusal ("Right of First Refusal") to purchase (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord may seek to transfer (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept ("Offer"). If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting such Offer, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and the terms and conditions upon which Landlord proposes to transfer

Landlord's Interest (collectively, the "Right of First Refusal Notice"). Tenant shall have forty-five (45) days from the receipt of such notice to agree to purchase Landlord's Interest for the price and upon the terms and conditions specified in the Offer ("Tenant Approval Period").

If Tenant elects to so purchase Landlord's Interest, Tenant shall give to Landlord written notice thereof within said Tenant Approval Period ("Acceptance Notice"). If Tenant delivers an Acceptance Notice as provided herein, then Landlord and Tenant shall enter into a mutually acceptable purchase and sale agreement pertaining to such Landlord's Interest (the "Purchase and Sale Agreement"), reflecting the terms of the Offer, as well as other customary covenants, representations and warranties contained in purchase and sale agreements for similar acquisitions in the metropolitan area in which the Premises is located. The parties agree to act reasonably and cooperatively in negotiating, executing and delivering the Purchase and Sale Agreement. Except as otherwise specified in the Offer, at the closing for the sale of all or any part of the Premises, Landlord shall deliver to Tenant a special warranty deed (or local equivalent), sufficient to convey to Tenant fee simple title. In the case of an assignment of the Lease or the grant of an easement, Landlord shall instead deliver to Tenant a customary assignment of the Lease or a customary easement.

If Tenant does not exercise the Right of First Refusal during the Tenant Approval Period, then Landlord may proceed to transfer Landlord's Interest upon the same terms and conditions set forth in the Offer; provided such transfer occurs within three (3) months following the end of the Tenant Approval Period, the transfer is made in accordance with all the other terms and conditions of this Lease, and such purchaser assumes the obligations of Landlord under this Lease including, without limitation, this Right of First Refusal which shall be an ongoing Right of First Refusal during the lease term. If Landlord has not transferred Landlord's Interest within such three (3) month period, or in the event any terms or conditions of the proposed deal change from the terms and conditions provided in the initial Right of First Refusal Notice, then Landlord shall not thereafter transfer Landlord's Interest to an unrelated third party without first renewing the Right of First Refusal Notice to Tenant in the manner provided above. Tenant's failure to exercise its Right of First Refusal or its express waiver of its Right of First Refusal in any instance shall not be deemed a waiver of Tenant's Right of First Refusal for subsequent instances when Landlord proposes to transfer Landlord's Interest to an unrelated third party during the lease term. Notwithstanding the foregoing, Landlord's right to sell all or any part of the Premises to a third party shall not be encumbered or restricted, except to the extent set forth in this Section.

19. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the ~~appropriate local land records~~ Cumberland County Registry of Deeds. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, including, but not limited to zoning and permitting applications. If it is needed for the Tenant's permitting purposes, Landlord grants to Tenant and its employees, representatives, agents, and consultants authorization ~~limited power of attorney~~ to prepare

execute, submit, file and present on behalf of Landlord building, permitting, zoning, or land-use applications with appropriate local, state, and/or federal agencies necessary to obtain applicable land use ~~changes, approvals, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits~~, construction permits, and or building permits.

20. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove ~~the above ground all~~ Improvements from the Premises and restore ground cover on the Premises to the satisfaction of Landlord, unless otherwise agreed by the Parties. ~~Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground Improvements.~~
21. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.
22. Title, Access and Authority. Landlord covenants and warrants to Tenant that Landlord presently owns a legally defined interest in and to Landlord's Parcel; that the Premises are served by legal access from a public way; that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.
23. Subordination and Non-Disturbance. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.
24. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon. Notwithstanding the foregoing, **Landlord agrees to protect, indemnify and hold harmless Tenant from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Tenant after the Commencement Date.**
25. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger

at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with an overnight delivery service), on the date the receipt is refused, or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: Maine RSA #1, Inc, A Maine corporation
Attention: Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

LANDLORD: Town of Cumberland Maine
290 Tuttle Road
Cumberland, Maine 04021
Phone: 207-829-2205

26. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.
27. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.
28. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State of Maine, excluding any choice of law provision that may direct the application of the laws of any other jurisdiction in which the Premises is located.
29. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
30. Entire Agreement; Modification; Waiver. This Lease constitutes the entire agreement of the parties and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions

of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.

~~31. Modifications. This Lease may not be modified, except in writing signed by both parties.~~

~~32. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.~~

~~33.~~31. Holdover. In the event Tenant remains in possession of the Premises after the expiration of this Lease, this Lease will become a year to year tenancy, that can be terminated by either Landlord or Tenant with thirty (30) day notice before the end of the first year to year tenancy. Tenant shall pay, as Rent, during such holdover, a -rent equal to one hundred-ten percent (110%) of the Rent payable— immediately prior to the expiration or earlier Termination Date of this Lease. Except as otherwise provided for herein, all other covenants and conditions of this Lease shall remain unchanged and in full force and effect. Provided that the Landlord and Tenant are diligently working on the renewal and/or extension of the Lease, the increase in the Rent shall not be applied for any period after the expiration of the Lease.

~~34.~~32. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

~~35.~~33. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

~~36.~~34. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.

~~37.~~35. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Ground Lease.

~~38.~~36. Non-Binding Until Full Execution. Both parties agree that this Lease is not binding on either party until both parties execute the Lease.

~~39.~~37. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy or image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

~~40.~~38. Town of Cumberland Equipment on the tower. It is understood that as part of this agreement ~~the Town~~Landlord shall have-maintains the right to install, maintain and repair

~~have-its own~~ Antenna Equipment and Ground Equipment on the tower and at the tower site respectively. ~~The Towns~~Landlord's equipment shall be listed in an Exhibit C attached hereto and this loading will remain available to ~~the Town-Landlord~~ at no cost to ~~the town~~ Landlord throughout the life of the tower and any replacement towers in the same location. It is understood that from time to time this equipment will need to be changed out for different models but as long ~~ia~~s the loading is similar it will be allowed at no cost to the Town. ~~The Town~~Landlord will be responsible for the installation and maintenance of its own equipment. It is hereby agreed that the rights established by this Section may only be exercised by the Town of Cumberland, even if it transfers the Parcel to a third party, and that those rights may continue to be exercised by the Town of Cumberland after any transfer to a third party throughout the existence of the tower.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the date of full execution of this Ground Lease.

LANDLORD:

TENANT:

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

STATE OF _____)
 _____)
 COUNTY OF _____)

~~I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____ (and) _____, known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Ground Lease, a Personally appeared before me this day in person and (severally) acknowledged that (he) (she) (they) signed the said Lease as William Shane in his(his) (her) (their) capacity as Town Manager for the Town of Cumberland and acknowledged the foregoing to be his free and voluntary act and deed in his said capacity and the free act and deed of the Town of Cumberland for the uses and purposes therein stated.~~

~~Given under my hand and seal this _____ day of _____, 20____.~~

 Notary Public/Attorney-at-Law

Print Name: _____

My commission expires _____

STATE OF ILLINOIS)
 _____)
 COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, for _____, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this _____ day of _____, 20____.

 Notary Public

My commission expires _____

Exhibit A

Legal Descriptions

Exhibit B

Site Plan

To be Replaced with Survey once completed



ITEM

22-142

To hear a report from the Police Chief re:
Police Department Capital Improvement Plan review



CUMBERLAND PUBLIC SAFETY

Radio Upgrade Capital Improvement Plan Request

Funding Request: \$1.7 million

Introduction

The Cumberland Fire Department and Cumberland Police Department, with support from Town Manager Bill Shane, have been engaged in a study for approximately 18 months with a goal of improving the town's public safety radio communications.

The mission of the Cumberland Police Department is to serve as law enforcement professionals while enhancing quality of life and strengthening community relationships.

The mission of the Cumberland Fire/ EMS Department is to provide our community with the highest quality of protection at medical, fire, and natural disasters.

Current public safety radio communications in Cumberland are inadequate, and the inability of Fire / EMS and Police units to talk with each other and dispatch negatively impacts our ability to deliver the levels of service promised in our mission statements. For this reason, the Radio Upgrade Capital Improvement Plan Request is our highest priority funding request.

Strategic Goal: Replace Cumberland's current radio equipment, much of which has reached end-of-life, with a new microwave radio system.

Justification: For years, anecdotal reports from Cumberland's public safety professionals have indicated problems with radio transmissions from portable (hip mounted) and mobile (in-car) radios to our regional dispatch center. After receiving a grant from the Cumberland County Emergency Management Agency, the town hired the Communications Design Consulting Group (CDCG) to conduct a study of our radio infrastructure and performance. The study indicated that our radio equipment is very old with most of it at (or approaching) "end of life," meaning that the equipment is no longer supported by the manufacturer and has outlived its service life.

Computer modeling, also completed as part of the study, demonstrated that there are populated areas of town where firefighters and officers are unable to talk with dispatch. In short, the engineering firm we contracted with confirmed what we knew from personal experience.

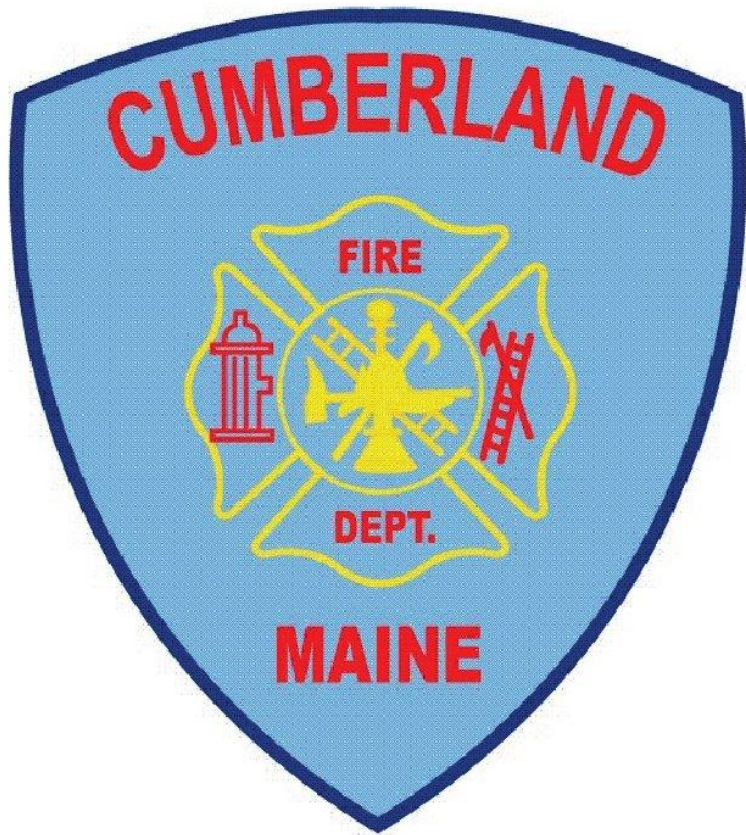
CDCG, as part of their study, recommended a plan for remediation:

- New radio equipment including VHF antennas and microwave technology
- Discontinuing use of the FAA tower, where public safety antennas are currently mounted, due to interference from the radar
- Building a backbone of microwave connected towers across Cumberland
- Providing for ongoing maintenance / repair and capital budgeting for system replacement

Action Steps:

- Conduct radio study, microwave path survey, budgetary estimate (**completed**)
- Establish contract zones for 2 new towers, one in the west and one in the east (**completed**)
- Visual survey to ensure minimal view of towers by residents (**complete**)
- Complete structural analysis for two existing towers (**in-process**)
- Complete RFP for private construction of new tower in west Cumberland (**Jan 2023**)
- Secure \$1.7 million in funding from Council

CUMBERLAND PUBLIC SAFETY CAPITAL IMPROVEMENT REQUEST



July 2021: Communications Design Consulting Group

- Issued a report indicating:
 - Inability of public safety employees to talk with each other and dispatch from mobile and portable radios negatively impacts service delivery and first responder safety.
 - Components of the town's radio system are at "end of life"
 - The FAA tower is interfering with our radios and its use should be discontinued.

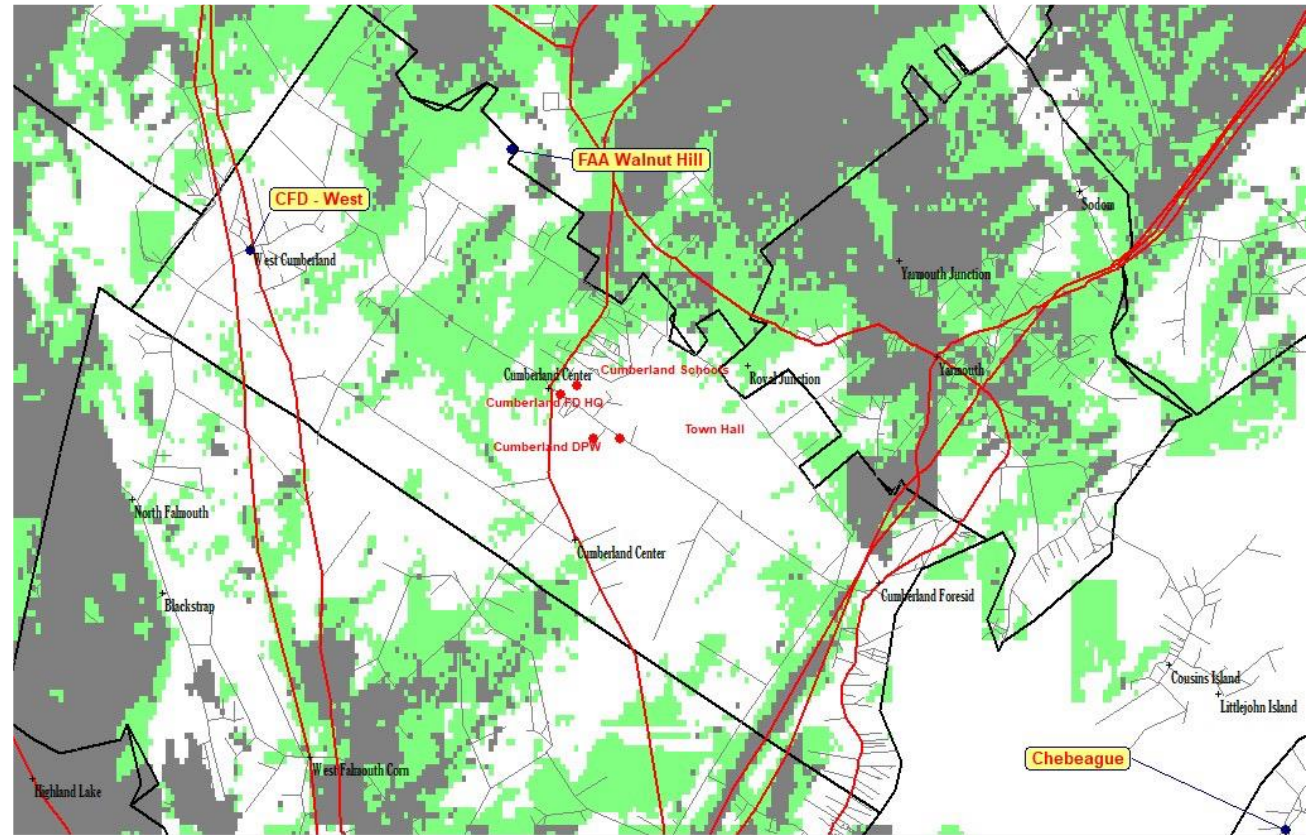
Police and Fire “As Is” Portable Coverage

TALKBACK: PORTABLE TO DISPATCH

White = Coverage inside residential buildings

Green = In-street portable coverage

Gray = No coverage

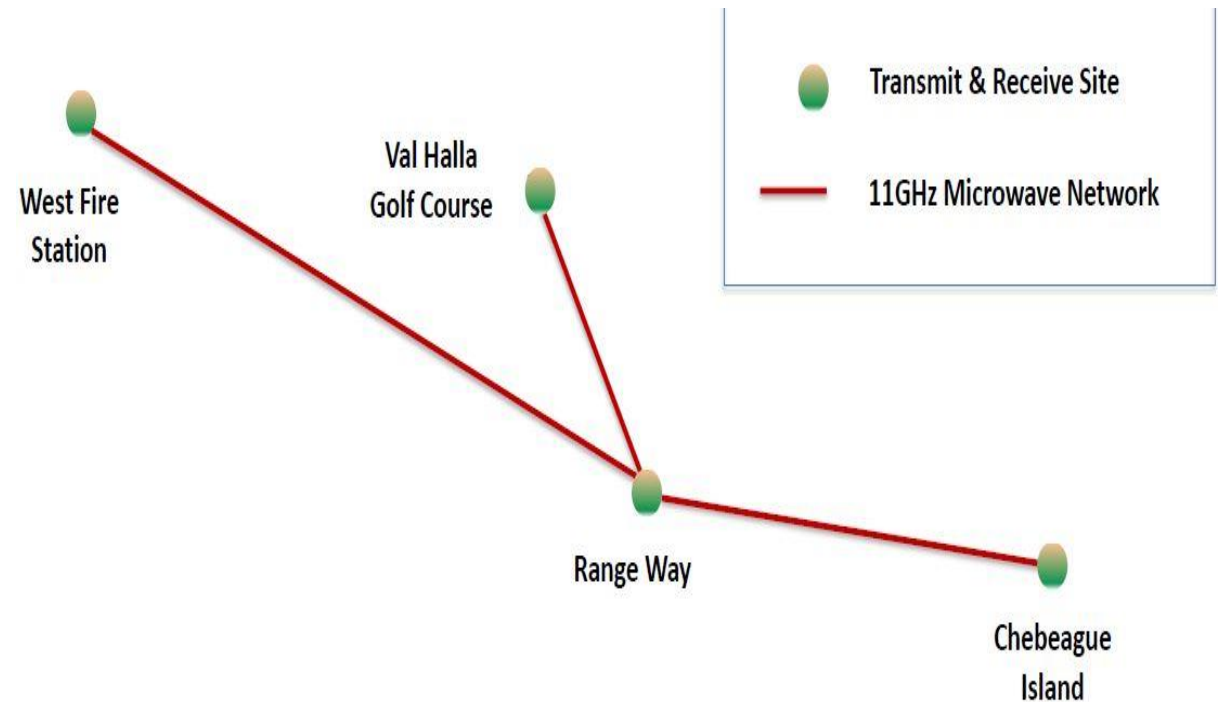


How does this affect employees and dispatchers?

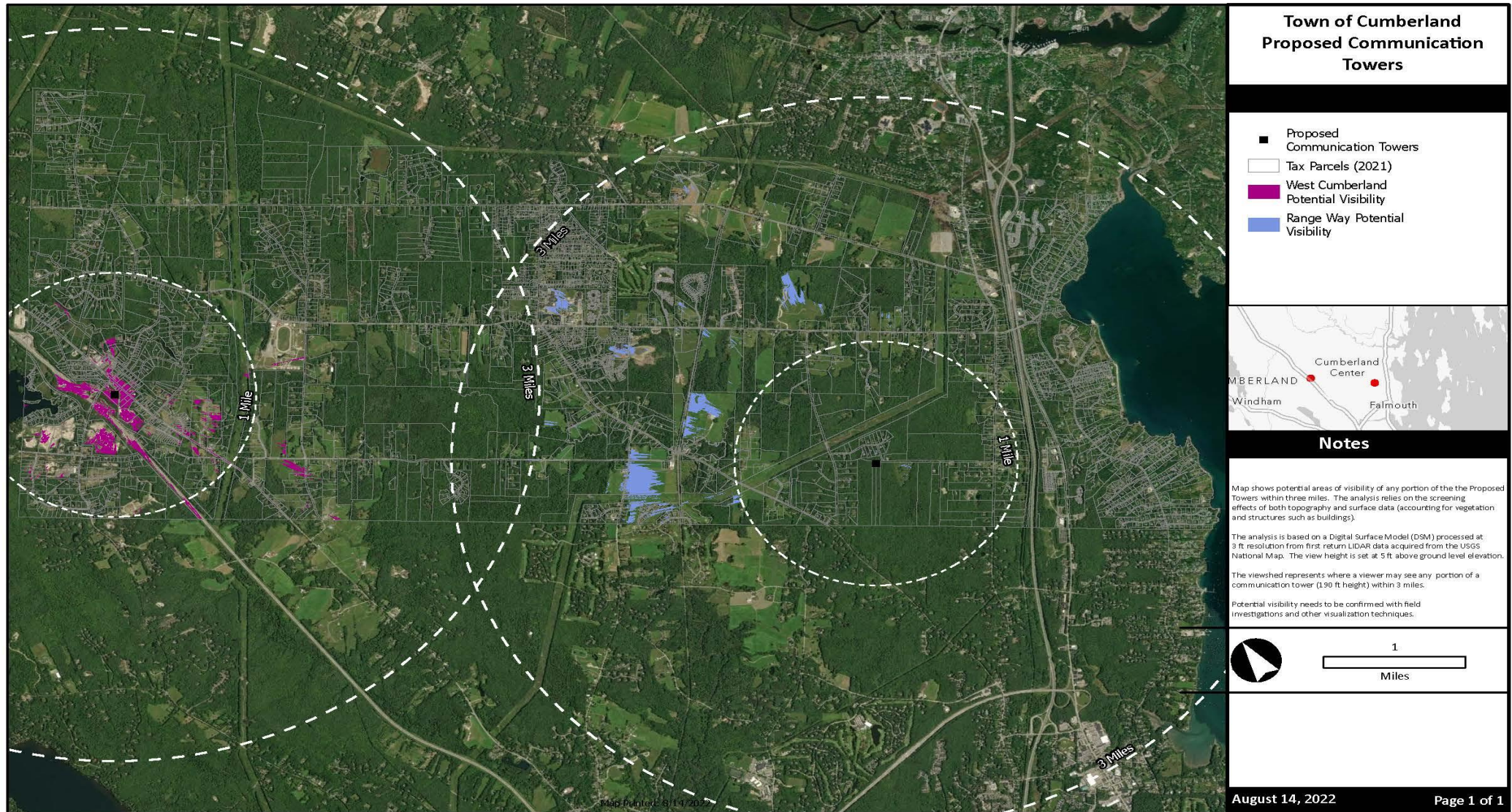


What's the fix?

- New radio equipment – VHF and microwave
- Discontinue use of FAA tower
- Backbone of microwave connected towers across Cumberland:
 - 200' tower in west Cumberland (to be built)
 - Use of existing Verizon tower at Val Halla
 - 200' tower in east Cumberland (to be built)
 - Use of existing public safety tower on Chebeague



Visibility of Towers from Cumberland



Find CDCG's Final Report and All Documentation:

- www.cumberlandmaine.com/radio



CUMBERLAND POLICE DEPARTMENT

New Police Station Request

Funding Request: \$4 million

Introduction

The Cumberland Police Department is a 24-hour, full-service law enforcement agency comprised of 14 fulltime employees:

#	Position	#	Position
1	Chief	1	School Resource Officer
1	Captain (currently staffed by a Sergeant)	6	Patrol Officers
2	Sergeants	1	Administrative Assistant
1	Detective	1	Reserve Officer

CPD responds to approximately 9,000 calls for service per year. Our average officer is college educated and has over 11 years of law enforcement experience. We are engaged in the community in numerous ways and constantly seek opportunities to interact with residents and visitors in non-enforcement settings.

Our police officers are equipped with modern equipment, technology and cruisers. They are provided with frequent and quality training. Each employee is offered the opportunity to take ownership of the department by choosing a specialty to both enhance their job skills, to enhance the services provided to the community, and to prepare them and empower them to teach their teammates.

The Cumberland Police Department is currently headquartered in the basement of Town Hall. When the Town Hall was built in 1998, the basement was designed to house the Police Department and the Rescue Department, and the building layout made sense at that time. In the ensuing years, the Rescue Department merged with the Fire Department and moved, and the Police Department has added staff. In addition, the Cumberland Food Pantry is now operated out of a portion of the basement to provide critical support to our community members in need.

When Town Hall was constructed, Cumberland's population was approximately 7,159. According to the 2020 Census, our population is now 8,473. Staffing at the PD has grown during that time by approximately 3 sworn officers.

The mission of the Cumberland Police Department is:

“To serve as law enforcement professionals while enhancing quality of life and strengthening community relationships.”

The Cumberland Police Department’s vision is:

“To be the premier law enforcement agency protecting America’s safest town.”

Strategic Goal: Construct a new Police Station

Justification:

1. The operation of a Police Department out of a parking lot and building that also serves numerous other functions presents numerous challenges such as:
 - a. Emergency vehicles exiting the crowded lot when enroute to calls
 - b. Disruptive noise from police operations (sirens, garage bay doors)
 - c. Crossover of vehicle / pedestrian traffic inside and outside of building
 - i. Arrestees entering through public lobby, or
 - ii. Arrestees entering through back hallway past non-law enforcement employees or guests
2. The layout of the basement is inefficient to current police operation:
 - a. Cruiser parking is on opposite side of building from patrol room
 - b. Locker rooms are dated, and locker space is inadequate
3. Moving the Police Department out of the basement would allow that space to be allocated for other town uses:
 - a. File Storage
 - b. Meeting Space
 - c. Employee fitness
 - d. Offices
 - e. Food Pantry Expansion
4. A stand-alone, modern police facility would be a strong visual statement of Cumberland’s commitment to public safety.
5. Our neighbors to the north and south both have new, modern police facilities. These buildings are safer, more efficient and provide a more professional and welcoming work environment for employees. This is a powerful recruitment and retention tool.
6. Falmouth’s police station is approximately 10,000 square feet, the same footprint as our current station. At an estimated cost of \$400 per square foot of construction, this is a \$4 million dollar project (rough estimate).

Action Steps:

- Establish a new building committee

- Engage architectural firm for design of new facility
- Use approved design to narrow site choices
- Secure \$4 million in funding

CUMBERLAND POLICE DEPARTMENT

CIP REQUEST
NEW POLICE STATION
NOVEMBER 2022



Current Station:

- Built in 1998
- Originally housed PD and Rescue Department
- Original layout made sense based on the use of the facility and police operations at the time
- Structure and size of CPD has changed over the past 24 years
- Modern design and police operations have evolved, requiring the consideration of a new, purpose-built facility

Temporary Evidence Storage / Evidence Packaging

- Modern standard is for pass-through lockers
- This room also currently serves as weapons maintenance room
- Inadequate facility to process and package evidence





Meeting Room

- Dated in terms of carpet, lighting, furnishings
- Poorly situated for meetings with non-department personnel:
 - Through locked doors
 - No access to restrooms for attendees

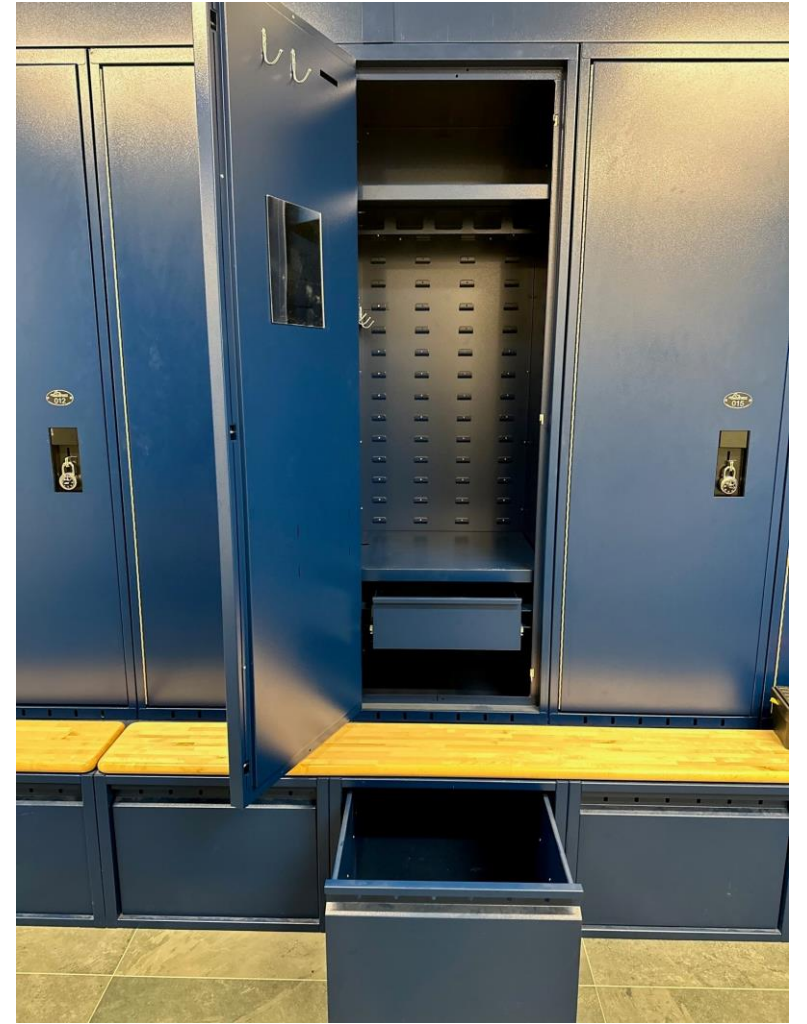
Traffic Flow:

- Intoxilyzer / Fingerprint area is on opposite side of building from garage bays
- Bringing an arrestee in requires walking from one side of the building to the other, past locker rooms, meeting room, Detective's office
- Officers who are working in the report room have to travel across the entire building to get to their cruiser and respond to an emergency call



Locker Room:

- Current
- Standard



The need:

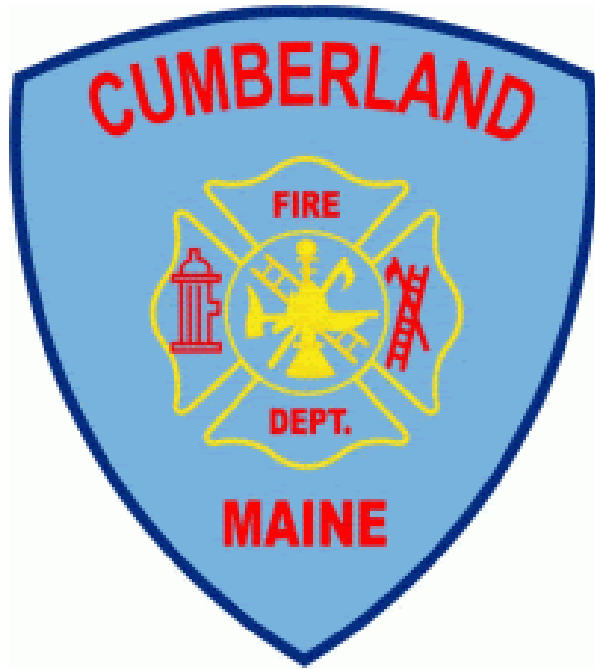
- Operation of a police department out of a building and parking lot that serves numerous other functions presents challenges;
 - Cruisers headed to emergencies through crowded parking lot
 - Disruptive noise (sirens / garage doors)
 - Crossover of vehicle and pedestrian traffic (arrestees)
- Moving the PD would allow space to be allocated for other needs
- New PD would be a strong statement of Cumberland's commitment to public safety
- Surrounding towns have new PDs – we compete with them for current and prospective employees

ITEM

22-143

To hear a report from the Fire Chief re:
Fire Department Capital Improvement Plan review

West Cumberland Fire Station Exterior Improvements Route 100 Design





Appearance of Approximate Businesses



Station appearance consistent with Route 100 Design Guidebook

- **Visual Character of Station**

- Siding
- Signage
- Facades/Exterior Walls
- Pavement and Curbing

- **Energy Initiatives**

- Rooftop Solar Panels
- Hybrid Charging Stations





Signage

Curbing

Convert from metal siding
to clapboard design



Route 100 Design Guidebook: Section 2.2.4

“Unbroken facades in excess of 80 feet are overwhelming whether they are visible from Route 100, other roadways.... Breaking up the plane of the wall can reduce this sense of overwhelming scale.”

- Additional value
 - Natural lighting
 - Safer entrance for first responders



This CIP presentation is to initiate considerations to improve the station's aesthetics from a "steel garage" to a building that better fits into the Route 100 corridor design.



BUDGET REPORT

Revenues

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TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 05 OF 2023

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
<hr/>					
0011 Other Tax Revenues					
<hr/>					
0011 0303 Motor Vehicle Excise Tax	-1,000,694.39	-1,108,279.56	-1,016,331.28	-900,837.12	-2,003,000.00
0011 0304 Boat Excise Tax	-2,451.90	-3,751.60	-2,858.00	-2,624.60	-17,000.00
0011 0328 Outer Islands Property Tax	-23,513.74	-22,947.69	.00	.00	-46,000.00
0011 0329 Payment in Lieu of Taxes	-16,061.48	-18,903.00	-19,039.50	-19,483.50	-33,000.00
TOTAL Other Tax Revenues	-1,042,721.51	-1,153,881.85	-1,038,228.78	-922,945.22	-2,099,000.00
0012 License & Permit Revenues					
<hr/>					
0012 0311 Hunting/Fishing Lic Agent Fees	-102.25	-84.50	-636.93	-57.75	-541.00
0012 0312 Marriage Lic & Vital Records	-1,411.00	-1,660.40	-1,548.80	-1,559.80	-2,400.00
0012 0313 Birth Certificates	-623.00	-641.60	-753.20	-604.60	-1,400.00
0012 0314 Death Certificates	-868.80	-667.40	-376.60	-831.40	-1,500.00
0012 0315 Clerk Licenses	-1,035.00	-935.00	-1,614.64	-1,005.00	-4,608.00
0012 0316 Shellfish Licenses	-14.28	-110.67	-96.39	-80.70	-600.00
0012 0317 Conservation Fees	-5.72	-39.33	-33.61	-29.30	-100.00
0012 0334 Snowmobile Reg. Agent Fees	-30.00	-52.00	-18.00	-2.00	.00
0012 0361 Motor Vehicle Reg. Agent Fees	-12,237.00	-15,272.00	-14,708.00	-12,667.00	-21,406.00
0012 0362 Boat Reg. Agent Fees	-158.00	-166.00	-133.25	-87.00	-500.00
0012 0366 Building Permits	-38,786.11	-54,674.88	-60,712.73	-44,516.10	-75,000.00
0012 0367 Electrical Permits	-10,486.75	-14,929.94	-14,613.11	-15,778.94	-21,634.00
0012 0368 Plumbing Permits	-6,772.50	-10,802.50	-9,585.00	-9,767.50	-18,789.00
0012 0369 Other Permits	-300.00	-234.00	-407.00	-177.00	-1,751.00
0012 0383 ATV Reg. Agent Fees	-60.00	-56.00	-46.00	-112.00	-60.00
0012 0390 Misc. Revenue	.00	-100.00	-80.00	-100.00	.00
0012 0398 Application Fee	-200.00	-450.00	-800.00	-1,250.00	-1,300.00
0012 0401 Dog Reg. Clerk Fees	-217.00	-141.00	-334.00	-313.00	-900.00
0012 0404 Commercial Haulers License	.00	-100.00	.00	.00	-500.00
TOTAL License & Permit Revenue	-73,307.41	-101,117.22	-106,497.26	-88,939.09	-152,989.00
0013 Intergovernmental Revenues					
<hr/>					
0013 0331 State Revenue Sharing	-320,841.69	-409,820.73	-644,855.19	-450,032.09	-1,300,000.00
0013 0335 Local Rd Asst Prog	.00	.00	.00	.00	-67,000.00
0013 0341 North Yarmouth Recreation Shar	871.25	-4,546.00	-32,304.00	-20,264.00	-82,230.00

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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 05 OF 2023

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0013 0342 North Yarmouth Library Share	-42,340.17	-45,848.25	-48,108.75	-47,539.00	-192,900.00
0013 0348 ACO Sharing Payments	-7,725.00	.00	.00	.00	.00
0013 0390 Misc. Revenue	.00	.00	-3,850.00	.00	.00
TOTAL Intergovernmental Revenue	-370,035.61	-460,214.98	-729,117.94	-517,835.09	-1,642,130.00
0015 Other Revenues					
0015 0305 Interest & Penalties	-10,528.18	-5,733.60	-2,656.93	-2,519.28	-30,000.00
0015 0306 Over/Short	4.81	461.18	-9.49	-634.18	-100.00
0015 0364 Growth Permits	-1,600.00	-1,800.00	-1,000.00	-400.00	-2,000.00
0015 0365 Board of Appeals	-200.00	.00	.00	.00	.00
0015 0390 Misc. Revenue	-31,845.07	-31,100.66	-43,219.55	-96.00	-25,000.00
0015 0399 Staff Review Fee	-1,650.00	-3,350.00	-2,200.00	-5,150.00	-9,700.00
0015 0403 Mooring Fees	-1,568.00	-64.00	-684.00	-376.00	-5,000.00
0015 0410 Private Ways	.00	-200.00	.00	-200.00	-400.00
0015 0508 Impact Fees	-54,205.20	-46,562.60	-38,897.60	-30,825.20	-60,000.00
TOTAL Other Revenues	-101,591.64	-88,349.68	-88,667.57	-40,200.66	-132,200.00
0021 Police Related Revenues					
0021 0337 State Grant revenue	.00	-951.30	.00	.00	.00
0021 0351 Police Issued Permits	-1,449.00	-550.00	-262.00	-1,082.00	-2,000.00
0021 0353 Police Insurance Reports	-218.00	-140.00	-602.00	-142.00	-500.00
0021 0390 Miscellaneous Police Revenue	-156.00	-51.00	-65.00	-600.00	-648.00
0021 0427 Parking Tickets	-450.00	-150.00	-25.00	.00	-100.00
0021 0536 Dog Licenses ACO Revenue	-570.00	-389.00	-707.00	-479.00	-1,800.00
0021 0546 Court Reimbursements	-3,392.28	-119.02	-749.76	.00	-2,200.00
TOTAL Police Related Revenues	-6,235.28	-2,350.32	-2,410.76	-2,303.00	-7,248.00
0022 Fire Related Revenues					
0022 0504 Rescue Billing	-48,784.40	-45,052.74	-60,182.24	-19,951.03	-160,000.00
0022 0617 Donations Received	.00	-1,295.00	.00	.00	.00
0022 0617 COVID Donations Received	.00	305.99	.00	.00	.00
TOTAL Fire Related Revenues	-48,784.40	-46,041.75	-60,182.24	-19,951.03	-160,000.00

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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 05 OF 2023

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
<hr/>					
0031 Public Services Revenues					
<hr/>					
0031 0390 Misc. Revenue	-3,843.00	-3,522.00	-28.00	.00	-20,500.00
0031 0391 Field Usage Fees	-2,806.80	.00	-60.00	-2,518.40	-5,000.00
0031 0517 Bags/Universal Waste	-86,337.50	-58,375.00	-7,325.00	-18,570.00	-295,015.00
0031 0539 Brush Passes	-1,666.00	-6,209.00	-2,713.00	-2,532.00	-8,277.00
0031 0617 Twin Brooks Donations	.00	.00	-2,346.60	-500.00	.00
TOTAL Public Services Revenues	-94,653.30	-68,106.00	-12,472.60	-24,120.40	-328,792.00
0035 VH Other Revenues					
<hr/>					
0035 0329 Payment in Lieu of Taxes	-4,000.00	.00	.00	.00	.00
0035 0378 Soda Sales	-1,594.40	-2,085.40	-2,745.00	-3,175.00	-2,500.00
0035 0560 Rental Income	-6,750.00	-6,750.00	-7,500.00	-6,750.00	-9,000.00
0035 0565 Cell Tower Land Lease	-9,000.00	-11,340.00	-10,350.00	-8,280.00	-24,840.00
TOTAL VH Other Revenues	-21,344.40	-20,175.40	-20,595.00	-18,205.00	-36,340.00
0037 VH Golf Revenues					
<hr/>					
0037 0306 Over/Short	506.39	-2.74	-.24	-13.85	.00
0037 0357 Golf Memberships	-93,968.60	-122,989.55	-165,241.10	-222,565.68	-315,094.00
0037 0358 Greens Fees	-70,967.44	-117,486.61	-134,289.50	-185,707.50	-241,174.00
0037 0359 Golf Cart Rentals	-43,912.45	-66,071.19	-78,022.50	-99,806.00	-124,391.00
0037 0416 Practice Range	-768.25	-6,118.97	-4,573.00	-6,573.00	-9,006.00
0037 0417 VH Program Revenues	-42,284.00	-49,551.63	-78,370.00	-98,388.00	-86,100.00
0037 0419 Advertising Sales	.00	.00	.00	-1,200.00	-24,600.00
0037 0522 Outing Golf	-63,999.00	-36,038.00	-64,468.00	-66,205.00	-55,775.00
TOTAL VH Golf Revenues	-315,393.35	-398,258.69	-524,964.34	-680,459.03	-856,140.00
0041 Recreation Related Revenues					
<hr/>					
0041 0440 41100 After School Programs	-128,815.00	-132,904.50	-121,857.00	-101,700.00	-320,000.00
0041 0441 41110 Youth Enrichment Programs	-55,588.90	-13,329.50	-107,321.50	-45,439.00	-165,000.00

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HISTORICAL ACTUALS COMPARISON REPORT
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FOR PERIOD 05 OF 2023

ACCOUNTS FOR:				PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund				ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0041	0441	41180	Youth Summer Enrichment Re	.00	.00	.00	-101,715.25	.00
0041	0442	41120	Youth Sports Programs	-44,124.00	-3,911.00	-81,036.50	-131,758.00	-127,000.00
0041	0443	41130	Skiing Programs	-52,574.00	-295.00	-22,815.00	-27,056.00	-41,510.00
0041	0444	41140	Day Camps	-30,108.43	-71,445.50	-211,997.90	-314,842.00	-215,000.00
0041	0445	41150	Swimming Programs	-8,420.00	-880.00	.00	-42,413.00	-50,200.00
0041	0446	41160	Adult Enrichment Revenue	-11,127.99	-500.00	-1,502.00	-10,724.00	-15,000.00
0041	0447	41170	Adult Fitness Revenue	-23,200.70	-11,904.00	-18,635.00	-23,830.00	-29,000.00
0041	0448	41190	Special Events/Trips Reven	-1,303.00	.00	-2,346.00	-800.00	-7,200.00
0041	0449	41190	Recreation Programs	-3,930.00	.00	.00	.00	-1,995.00
0041	0570	41190	Rec Soccer Revenue	-20,190.00	-9,123.00	-29,737.00	-37,041.00	-28,300.00
0041	0571	41190	Rec Ultimate Frisbee Reven	.00	.00	.00	.00	-14,100.00
0041	0606	41190	CPR/First Aid Revenues	-605.00	-165.00	375.00	-2,395.00	-250.00
TOTAL Recreation Related Reven				-379,987.02	-244,457.50	-596,872.90	-839,713.25	-1,014,555.00
0044 W Cumberland Hall Revenues								
0044	0377		Hall Rental	.00	.00	-405.00	.00	.00
TOTAL W Cumberland Hall Revenu				.00	.00	-405.00	.00	.00
0045 Library Related Revenues								
0045	0392		Library Fines	-2,298.13	-525.95	-49.15	.00	.00
0045	0394		Misc. Library Revenue	-634.10	-364.30	-93.00	-382.14	.00
TOTAL Library Related Revenues				-2,932.23	-890.25	-142.15	-382.14	.00
0211 Police- Salaries & Bens								
0211	0431		Outside Details	-16,578.69	-2,212.92	-24,817.80	-12,352.92	-26,404.00
TOTAL Police- Salaries & Bens				-16,578.69	-2,212.92	-24,817.80	-12,352.92	-26,404.00
0221 Fire- Salaries & Benefits								
0221	0431		Outside Details	-14,588.94	.00	-27,147.50	-29,548.94	-18,000.00

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 TOWN OF CUMBERLAND
 HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 05 OF 2023

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
TOTAL Fire- Salaries & Benefit	-14,588.94	.00	-27,147.50	-29,548.94	-18,000.00
0311 Public Works- Salaries & Bens					
0311 0431 Outside Details	.00	.00	-695.31	-925.93	.00
TOTAL Public Works- Salaries & Bens	.00	.00	-695.31	-925.93	.00
TOTAL General Fund	-2,488,153.78	-2,586,056.56	-3,233,217.15	-3,197,881.70	-6,473,798.00
TOTAL REVENUES	-2,488,153.78	-2,586,056.56	-3,233,217.15	-3,197,881.70	-6,473,798.00
GRAND TOTAL	-2,488,153.78	-2,586,056.56	-3,233,217.15	-3,197,881.70	-6,473,798.00

Expenses



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TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 05 OF 2023

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
130 Administration	269,390.57	245,547.10	255,891.59	241,231.38	686,862.00
140 Assessor	42,854.13	47,027.64	47,619.08	38,983.85	124,953.00
150 Town Clerk	122,462.71	120,693.11	111,354.74	116,988.94	345,946.00
160 Technology	114,989.49	160,176.58	139,365.89	127,082.29	288,730.00
165 Elections	1,685.19	24,174.14	2,940.21	13,980.86	42,124.00
170 Planning	25,890.41	24,044.37	25,755.84	24,284.35	80,481.00
190 Legal	21,383.64	19,905.35	9,750.27	13,657.00	47,500.00
210 Police	604,277.63	610,096.00	587,342.52	544,859.81	1,733,238.00
220 Fire	421,355.51	388,551.52	392,428.36	436,140.68	1,237,397.00
240 Code Enforcement	60,588.59	62,527.98	66,318.94	51,761.66	157,112.00
250 Harbor Master	10,937.04	7,888.76	7,296.05	2,943.26	21,033.00
260 Animal Control	31,623.45	21,106.18	27,624.43	24,023.08	40,820.00
310 Public Works	398,591.52	422,602.36	441,523.50	361,464.28	1,416,439.00
320 Waste Disposal	222,862.36	228,391.78	268,846.86	249,407.31	724,904.00
350 Valhalla-Club	12,766.39	5,637.13	7,036.90	15,805.47	27,231.00
360 Valhalla-Course	277,167.98	300,820.31	305,900.86	306,481.38	617,981.00
370 Valhalla-Pro Shop	147,049.69	129,971.36	122,832.12	144,100.18	277,102.00
410 Recreation	541,506.14	342,611.07	478,268.90	552,499.80	1,083,459.00
420 Aging in Place	59,047.19	60,149.16	8,989.89	8,316.19	41,458.00
430 Parks	156,619.51	173,821.47	139,919.77	158,109.11	340,014.00
440 West Cumberland Rec	1,740.84	603.42	822.48	2,730.49	8,920.00
450 Library	219,858.25	198,324.40	201,872.34	195,162.66	619,070.00
470 Historical Society Building	1,348.04	186.00	282.78	4,843.32	11,364.00
580 General Assistance	20,301.40	17,639.13	8,982.36	3,047.09	34,971.00
590 Health Services	15,639.55	.00	1,521.80	1,213.26	3,875.00
620 Cemetery Association	26,700.00	26,700.00	26,700.00	28,035.00	28,035.00
630 Conservation	1,321.23	3,609.97	18,666.39	42,158.42	80,000.00
650 Debt Service	361,209.26	300,580.47	174,808.25	184,782.36	1,279,933.00
750 Insurance	205,392.69	245,892.31	258,394.64	303,470.45	354,103.00
800 Fire Hydrants	34,162.74	34,617.04	35,258.77	29,457.23	87,675.00
810 Street Lighting	13,940.03	.00	.00	49,500.00	49,500.00
830 Contingent	2,500.00	17,272.40	9,606.64	2,477.53	10,000.00
840 Municipal Building	32,267.51	30,944.53	57,150.98	53,306.85	130,234.00
850 Abatements	21,590.71	2,165.25	8,910.49	15,491.90	1.00
TOTAL General Fund	4,501,021.39	4,274,278.29	4,249,984.64	4,347,797.44	12,032,465.00
TOTAL EXPENSES	4,501,021.39	4,274,278.29	4,249,984.64	4,347,797.44	12,032,465.00
GRAND TOTAL	4,501,021.39	4,274,278.29	4,249,984.64	4,347,797.44	12,032,465.00