

# **AGENDA**

Cumberland Town Council Meeting

Town Council Chambers

**MONDAY, March 14, 2016**

**5:45 P.M. Nominating Committee**

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

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

**6:00 P.M. WORKSHOP** with Finance Committee re: FY'17 Budget

## **I. CALL TO ORDER**

## **II. APPROVAL OF MINUTES**

February 22, 2016

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

- Section 102 Power Line opened for snowmobiles
- To hear a report from the Aging in Place Coordinator

## **IV. PUBLIC DISCUSSION**

## **V. LEGISLATION AND POLICY**

- 16 – 024** To hold a Public Hearing to consider and act on amending the Traffic Ordinance to prohibit parking on Orchard Road at Orchard Hill Farms.
- 16 – 025** To hold a Public Hearing to consider and act on removing the stop sign at the intersection of Blanchard Road and Skillin Road.
- 16 – 026** To consider and act on authorizing the Code Enforcement Officer to execute a Consent Agreement with the owner of 30 Rosa Way.
- 16 – 027** To hold a Public Hearing to consider and act on a Liquor License renewal for Rachel's On the Green.
- 16 – 028** To consider and act on authorizing the Town Manager to execute a 3-year lease agreement with Rachel's On the Green.
- 16 – 029** To consider and act on authorizing the Town Manager to execute a 3-year contract with Waste Management of Maine, Inc. for solid waste and recycling collection.
- 16 – 030** To consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, amendments to Road Standards as recommended by the Ordinance Committee.
- 16 – 031** To set a Public Hearing date of March 28<sup>th</sup> to consider and act on creating a Multiplex, Retail and Restaurant Overlay District for an area shown on Tax Assessor Map R1/Lots 13, 14, 14A & 14B in the Office Commercial South (OC-S) Zone, as recommended by the Planning Board.
- 16 – 032** To set a Public Hearing date of March 28<sup>th</sup> to consider and act on a liquor license renewal for The Golf Learning Center.
- 16 – 033** To hear a report from the Nominating Committee and to appoint members to vacant Board/Committee seats.

**16 – 034** To hear a presentation from the Town Manager re: FY2017 Budget.

**16 – 035** To set a Public Hearing date of March 28<sup>th</sup> to consider and act on adoption of the FY'17 Municipal Budget.

**VI. NEW BUSINESS**

- Budget Workshop dates:
  - March 19<sup>th</sup> – Saturday Workshop
- Appointment of Bicentennial Committee
- Nomination Papers available on March 21<sup>st</sup> – must be returned by April 28<sup>th</sup>

**VII. ADJOURNMENT**

# MOTIONS

# MOTIONS

- 16 – 024 I move to support** the recommendation for improvements to Orchard Road by the Town Manager as presented, and authorize funding of up to \$15,000 from Road Improvement Reserves.
- 16 – 025 I move to authorize** the Town Manager to remove the stop sign on the northerly side of the intersection of Skillin and Blanchard Road per the plan presented by Gorrill Palmer Engineers.
- 16 – 026 I move to authorize** the Code Enforcement Officer to execute a Consent Agreement with the owner of 30 Rosa Way and collect \$500.00 for attorney's fees.
- 16 – 027 I move to approve** the Liquor License renewal for Rachel's On the Green for the period of March 29, 2016 through March 29, 2017.
- 16 – 028 I move to authorize** the Town Manager to execute a 3-year lease agreement with Rachel's On the Green.
- 16 – 029 I move to authorize** the Town Manager to execute a 3-year contract with Waste Management of Maine, Inc. for solid waste and recycling collection.
- 16 – 030 I move to forward** to the Planning Board for a Public Hearing and recommendation, amendments to Road Standards, as recommended by the Ordinance Committee.
- 16 – 031 I move to table to April 11<sup>th</sup>.**
- 16 – 032 I move to set** a Public Hearing date of March 28<sup>th</sup> to consider and act on a liquor license renewal for The Golf Learning Center.
- 16 – 033 I move to appoint:**  
Adrian Kendall to the Central Fire Station Building Committee  
William Moulton to the Conservation Subdivision Advisory Committee  
Robert Baldacci to the Recreation/Community Education Advisory Board  
Dale Bouton, Nancy Storey and Dave Moody to the Val Halla Board of Trustees
- 16 – 034 No action**
- 16 – 035 I move to set** a Public Hearing date of March 28<sup>th</sup> to consider and act on adoption of the FY'17 Municipal Budget.



# MINUTES

## 02-22-16

# MINUTES

Cumberland Town Council Meeting  
Town Council Chambers

**MONDAY, February 22, 2016**

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

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

## 7:00 P.M. CALL TO ORDER

**Present:** Councilors Bingham, Turner, Copp, Edes, Gruber, Stiles, and Storey-King

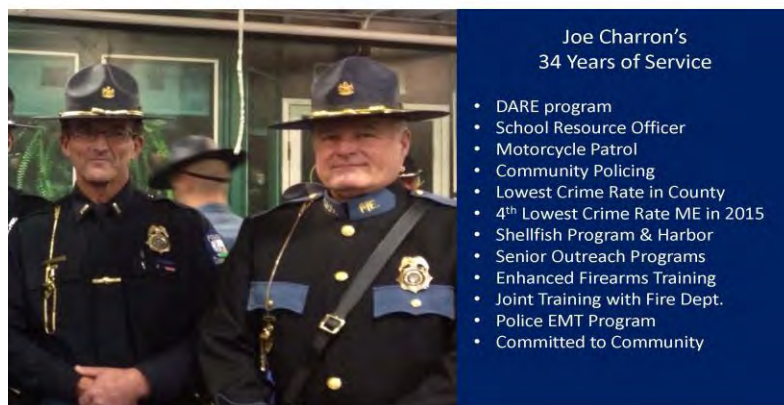
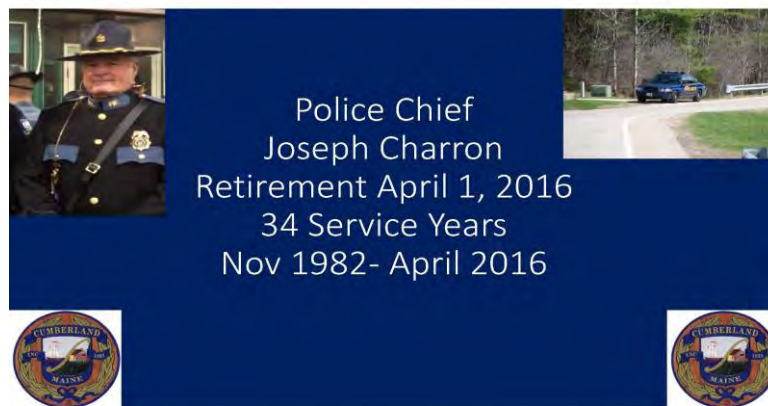
### I. APPROVAL OF MINUTES

Motion by Councilor Gruber, seconded by Councilor Turner, to accept the February 8, 2016 meeting minutes as presented.

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

### II. MANAGER'S REPORT

Town Manager Shane reported that our longtime Police Chief, Joe Charron has announced his retirement after 34 years of service to the Cumberland Police Department:





**2<sup>nd</sup> Place at the Demolition Derby at the Cumberland Fair**



**Drug take-back collection**



**Always willing to lend a hand**

Town Manager Shane said the Chief Charron has done great things for our community and he will be greatly missed. He wished him well in his retirement.

### **III. PUBLIC DISCUSSION**

Brad Hilton of Blanchard Road said that he converted to natural gas and has noticed some changes on his natural gas bill. He reported this to Summit, but has not been satisfied with their response. When he first hooked up to natural gas, the commodity component was .87, then it fell to .45 as gas prices began to decrease. Within the last few months it has suddenly jumped back to .82, but the price of natural gas has not gone up. This does not make sense to him.

Town Manager Shane explained that natural gas is regulated by the PUC. When Summit proposed their project to us, they wanted the PUC to allow them to average the price of the commodity over the first year, so that the consumer would not see the up and down spikes. The PUC would not allow that. The commodity price cannot be marked up or down by Summit and the spikes in commodity price will go up and down as Summit purchases the commodity directly from the pipeline.

### **IV. LEGISLATION AND POLICY**

#### **16 – 017 To hold a Public Hearing to consider and act on authorizing engineering work and bonding of up to \$3.2 million dollars for the Middle Road reconstruction and waterline project.**

Town Manager Shane explained that Sevee & Maher scored highest in the engineering interviews last week, based on their price and presentation. Their contract cost will be \$127,400.00. This was factored into the 3.2 million dollar bond for the project.

Chairman Bingham opened the Public Hearing.

Joe Kumiszczka of 3 Middle Road said that he attended the meeting in Falmouth when they were discussing their Middle Road construction process. Phase 2 of their project will run from Johnson Road to the Cumberland town line, beginning in June 2017. In the Falmouth reconstruction project, they will dig down 2 feet and totally rebuild Middle Road. He is fearful that Cumberland will not go through the same construction process and the road will continue to be in poor condition. He is disappointed that Cumberland did not attempt to work with Falmouth on this project. Had we worked with Falmouth, there would have been federal grants available, which he has mentioned to the Town before and has fallen on deaf ears. Mr. Kumiszczka listed other grant programs that he was aware of.

Councilor Gruber told Mr. Kumiszczka that a lot of the points that he brought up were discussed at the engineering interviews last week. He offered to follow up with Mr. Kumiszczka and explain.

Chairman Bingham added that we have had very extensive conversations with the Town of Falmouth about the project.

Chairman Bingham closed the Public Hearing.

Motion by Councilor Storey-King, seconded by Councilor Copp, to award the Middle Road Water Line and Road Improvement Project engineering contract to Sevee & Maher Engineers, Inc., and authorize bonding of up to \$3.2 million dollars for the project per the following Bond Order:

**WHEREAS**, the Town desires to issue its general obligation bonds in an aggregate principal amount not to exceed \$3,200,000 and to appropriate the proceeds thereof to finance the Project described in this Order;

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



**Section 1: Appropriation.** The sum of \$3,200,000 is hereby appropriated, from the proceeds of the Bonds and Notes herein authorized, to finance the costs of reconstruction of Middle Road and installation of a new water line and related facilities along Middle Road and which Bonds and Notes may also finance costs of issuance of the Bonds and Notes and capitalized interest of up to three years on the Bonds and Notes (the “Project”).

**Section 2: Authorization of Bonds.** For the purposes of financing the aforesaid appropriation, pursuant to the Town Charter and all other authority thereto enabling, there is hereby authorized and approved the issuance of the general obligation bonds (the “Bonds”) of the Town in an aggregate principal amount not to exceed \$3,500,000. The Bonds shall be designated “Town of Cumberland, Maine, [Year of Issuance] General Obligation Bonds.” The proceeds of the Bonds and any Notes shall be used to finance the costs of the Project.

**Section 3: Authorization of Notes.** The Treasurer is authorized to borrow money in anticipation of said Bonds by the issuance and sale of notes or renewal notes in anticipation thereof (the “Notes”). Any notes issued in anticipation of the Bonds shall be designated “Town of Cumberland [Year of Issuance] General Obligation Bond Anticipation Notes.”

**Section 4: Interest Rates and Details.** The Treasurer is authorized to determine the date(s), form(s), interest rate(s) (which interest rate may be a fixed rate or a variable rate or some combination of the two), maturities and all other details of each issue of the Bonds and the Notes, including the form and manner of their sale and award. The Bonds and any Notes shall mature at the times and shall be in the amounts, and be dated as of such date, bear interest at the rate or rates and be in such form and contain such terms and provisions (including but not limited to early redemption provisions, if any) as the Treasurer may hereafter determine or authorize.

**Section 5: Redemption; Execution.** The Treasurer is authorized to provide that any of the Bonds and Notes be made callable, with or without premium, prior to their maturity, and each Bond or Note issued hereunder shall be signed by the Treasurer, shall be countersigned by the Chair of the Town Council, and shall be sealed with the seal of the Town, attested to by its Clerk.

**Section 6: Financial Advisor; Underwriter.** The Treasurer is authorized to select a financial advisor and/or an underwriter for the Bonds and Notes, and the Treasurer of the Town is authorized and empowered to execute and deliver such contracts or agreements as may be necessary or appropriate in connection therewith.

**Section 7: Official Statement.** The Treasurer is authorized to prepare, or cause to be prepared, a Notice of Sale and/or a Preliminary Official Statement and an Official Statement for use in the offering and sale of the Bonds and/or Notes, such Notice of Sale, Preliminary Official Statement and Official Statement to be in such form and contain such information as may be approved by the Treasurer, with the advice of the bond counsel for the Town, and that the distribution of the Notice of Sale and/or Preliminary Official Statement and the Official Statement in the name of and on behalf of the Town in connection with offering the Bonds and/or Notes be and hereby is approved.

**Section 8: Transfer Agent.** The Treasurer is authorized to select the registrar, paying agent and transfer agent (the “Transfer Agent”) for the Bonds and Notes and to execute and deliver such contracts and agreements as may be necessary or appropriate to secure their services.

**Section 9: Registration.** The Bonds and Notes shall be transferable only on registration books of the Town kept by the transfer agent, and said principal amount of the Bonds or Notes of the same maturity (but not of other maturity) in the denomination of \$5,000 or any multiple thereof (or such other minimum denomination as the Treasurer shall establish) upon surrender thereof at the principal office of the transfer agent, with a written instrument of transfer satisfactory to the transfer agent duly executed by the registered owner or his attorney duly authorized in writing. Upon each exchange or transfer of a Bond or Note the Town and the Transfer Agent shall

make a charge sufficient to cover any tax, fee or any other governmental charge required to be payable with respect to such exchange or transfer, and with respect to such exchange or transfer, and subsequent to the first exchange or transfer, the cost of preparing new Bonds or Notes upon exchanges or transfer thereof to be paid by the person requesting the same.

**Section 10: Book Entry.** The Treasurer is authorized to undertake all acts necessary to provide, if deemed necessary or appropriate by the Treasurer in his discretion, for the issuance and transfer of such Bonds and Notes in book-entry form pursuant to the Depository Trust Company Book-Entry Only System, as an alternative to the provisions of the foregoing Order above regarding physical transfer of Bonds and Notes, and the Treasurer is authorized and empowered to enter into a Letter of Representation or any other contract, agreement or understanding necessary or, in his opinion, appropriate in order to qualify the Bonds or Notes for and participate in the Depository Trust Company Book-Entry Only System.

**Section 11: Exchanges and Transfers.** The Treasurer and Chair of the Town Council from time to time shall execute such Bonds or Notes as may be required to provide for exchanges or transfers of Bonds or Notes as heretofore authorized, all such Bonds or Notes to be executed as above described, and in case any officer of the Town whose signature appears on any Bond or Note shall cease to be such officer before the delivery of said Bond or Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery thereof.

**Section 12: Tax-Exempt Bond Covenants.** The Treasurer is authorized to covenant and certify on behalf of the Town that no part of the proceeds of the issue and sale of the Notes or the Bonds authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Notes or Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and that no part of the proceeds of the issue and sale of such Notes or Bonds (including any notes and bonds in renewal thereof) shall be used, directly or indirectly, in such manner which would cause the Notes or Bonds to be "private activity bonds" within the meaning of Section 141 of the Code.

To the extent permitted under the Code, the Treasurer is authorized to designate any of the Bonds or Notes authorized to be issued hereunder as qualified obligations for purposes of Section 265(b) of the Code.

The Treasurer is authorized to covenant and agree, on behalf of the Town, for the benefit of the holders of the Bonds and Notes, that the Town will file any required reports and take any other action that may be necessary to ensure that interest on the Bonds and Notes will remain exempt from federal income taxation, and that the Town will refrain from any action that would cause interest on the Bonds or Notes to be subject to federal income taxation.

**Section 13: Continuing Disclosure.** The Treasurer is authorized to covenant, certify and agree, on behalf of the Town, for the benefit of the holders of the Notes or Bonds, that the Town will file any required reports, make any annual financial or material event disclosure, and take any other action that may be necessary to insure that the disclosure requirements imposed by Rule 15c2-12 of the Securities and Exchange Commission, if applicable, are met.

**Section 14: Town Officials.** If any of the officers or officials of the Town who have signed or sealed the Bonds or Notes shall cease to be such officers or officials before the Bonds or Notes so signed and sealed shall have been actually authenticated or delivered by the Town, such Bonds or Notes nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds or Notes had not ceased to be such officer or official; and also any such Bonds or Notes may be signed and sealed on behalf of the Town by those persons who, at the actual date of the execution of such Bonds or Notes, shall be the proper officers and officials of the Town, although at the nominal date of such Bonds or Notes any such person shall not have been such officer or official.

**Section 15: Deputy Officials.** If the Treasurer, Chair of the Town Council or Clerk are for any reason unavailable to approve and execute the Bonds or Notes or any of the related financing documents, 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.

**Section 16: Other Actions.** The 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 financing 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, bond insurance agreements, notices of sale and other documents as may be necessary or appropriate in connection with the sale of the Bonds and Notes and any letter of credit agreement or liquidity facility agreement necessary to the issuance of any Bonds or Notes, to carry out the provisions of the resolutions heretofore adopted at this meeting in connection with the Project, the execution, sale, and delivery by the Town of the Bonds and Notes and the execution and delivery of any related financing documents.

**Section 17: Costs; Reallocation.** The term “cost” or “costs” as used herein and applied to the Project, or any portion thereof, includes, but is not limited to (1) the purchase price or acquisition cost of all or any portion of the Project; (2) the cost of construction, building, alteration, enlargement, reconstruction, renovation, improvement, and equipping of the Project; (3) the cost of all appurtenances and other facilities either on, above, or under the ground which are used or usable in connection with the Project; (4) the cost of landscaping, site preparation and remodeling of any improvements or facilities; (5) the cost of all labor, materials, building systems, machinery and equipment; (6) the cost of land, structures, real property interests, rights, easements, and franchises acquired in connection with the Project; (7) the cost of all utility extensions and site improvements and development; (8) the cost of planning, developing, preparation of specifications, surveys, engineering, feasibility studies, legal and other professional services associated with the Project; (9) the cost of environmental studies and assessments; (10) the cost of financing charges and issuance costs, including premiums for insurance, interest prior to and during construction and for a period not to exceed three (3) years from the issue date of the Bonds or Notes, underwriters' fees and costs, legal and accounting fees and costs, application fees, and other fees and expenses relating to the financing transaction; and (11) the cost of all other financing authorized hereunder, whether related or unrelated to the foregoing. In the event that any proceeds of the Bonds or Notes remain unspent upon completion of a Project, or if the Town abandons a Project, the Town reserves the right to reallocate unspent proceeds to the costs of other qualified projects approved, or to be approved, by the Town Council, or to apply unspent proceeds to the payment of debt service on the Bonds or the Notes.

**Section 18: Tax Levy.** In each of the years during which any of the Bonds or Notes issued hereunder are outstanding, there shall be levied a tax in an amount which, with other revenues, if any, available for that purpose, shall be sufficient to pay the interest on said Bonds or Notes, payable in such year, and the principal of such Bonds or Notes maturing in such year (except in the case of Notes to be refunded in that year by the issuance of Bonds).

**Section 19: Consolidation.** Any or all of the Bonds or Notes issued hereunder may be consolidated with and become a part of any other issue of temporary notes or general obligation bonds authorized to be issued by any previous or subsequent Order of the Town Council of the Town of Gorham.

**Section 20: Investment Earnings; Premium.** The investment earnings on the proceeds of the Bonds and Notes, if any, and the excess proceeds (including any premium on the sale) of the Bonds and Notes, if any, be and hereby are appropriated for the following purposes, such proceeds to be held and applied in the following order of priority: (a) to any costs of the Project in excess of the principal amount of the Bonds or Notes; and (b)

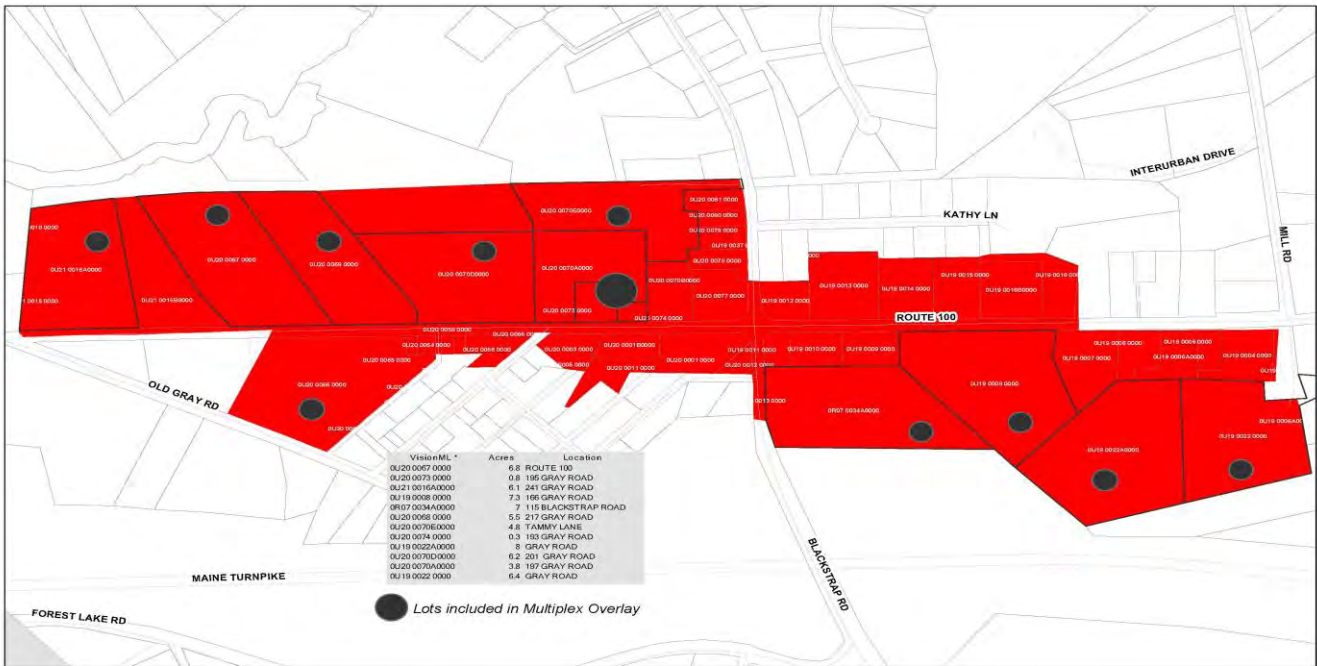
in accordance with applicable terms and provisions of the Arbitrage and the Use of Proceeds Certificate delivered in connection with the sale of the Bonds or Notes.

**Section 21: Reimbursement.** It is the intent of the Town Council that this Bond Order shall constitute the Town's declaration of official intent within the meaning of Treasury Regulation 1.150-2 to pay, on an interim basis, costs of the Project in an amount up to the principal amount of the Bonds to be issued, which costs the Town reasonably expects to reimburse with proceeds of the Bonds or Notes.

VOTE: 7-0                      UNANIMOUS

**16 – 018    To hold a Public Hearing to consider and act on creating a Village Center Commercial (VCC) Multiplex Overlay District for lots in the VCC zone that are larger than 5-acres in size, as recommended by the Planning Board.**

Town Manager Shane explained that the Planning Board approved this amendment to allow multiplexes in the VCC zone on lots 5 acres or larger.



Chairman Bingham opened the Public Hearing.  
Public discussion: None  
Chairman Bingham closed the Public Hearing

Motion by Councilor Stiles, seconded by Councilor Gruber, to approve draft zoning amendments to create a Village Center Commercial (VCC) Multiplex Overlay District for lots in the Village Center Commercial District that are larger than 5-acres in size, as shown on Tax Assessor Maps: U21/Lot 16A; U20/Lots 67, 68, 70D, 70A, 73, 74, 70E; Map R07/Lot34A; Map U19/Lots 8, 22A, & 22, as recommended by the Planning Board.  
VOTE: 6-0-1 (Copp abstained)                      MOTION PASSES



**16 – 019 To hold a Public Hearing to consider and act on draft amendments to the Contract Zone Agreement with Cumberland Foreside Village, LLC to include the rezoning of Tax Map R01/Lot 12A and revisions regarding the development of multiplex dwellings on Tax Map R01/Lots 11, 11A, 11B and 12A, as recommended by the Planning Board.**

Town Manager Shane explained that the map below shows what is proposed in the contract zone agreement. It consists of 8 buildings with 12 apartment units in each, and a community building. Mr. Chase has agreed to have one unit in each building be dedicated to someone who is 55 or older. The location of the project is directly behind Seafax and Pack Edge.



Councilor Stiles asked if the 100 foot beautification easement will be maintained.

Mr. Chase responded that he GPS'd the area today and the beautification easement has absolutely been preserved. He does not want to cut any more trees than is absolutely necessary because he does not want to open it up to the highway.

Councilor Storey-King said that she is an abutter and it now appears, as she looks out her bedroom window, that she will see apartments and parking lots.

Mr. Chase said that she will not likely see the parking lot. He also intends to install fencing that will block headlights.

Councilor Storey-King said that she feels that this is happening very fast. This only came to the Council at their last meeting.

Mr. Chase responded that this project always had the apartments included. He brought it before the Planning Board and Town Council many months ago with apartments included. The clearing of trees was finished last summer and no more trees have been cut since then. He feels when the leaves are back on the trees, there will be no visual of the project.

Chairman Bingham opened the Public Hearing.

Brad Hilton of Blanchard Road said that this is a large project and it is strange to him that impact fees were not charged.

Town Manager Shane responded that the first 1,000 square feet of living space is exempt from impact fees. These are 750 square feet. We did require that growth permit fees were paid on this project.

Tom Foley of True Spring Farm Condominiums asked who will be managing the units when they are completed.

Mr. Chase responded that he has an agreement, pending approval, with Loni Gravier of Gravier Homes who is building the 45 homes included in the project. Loni will build, own, and manage the apartments.

Chairman Bingham closed the Public Hearing.

Motion by Councilor Turner, seconded by Councilor Stiles, to approve draft amendments to the Contract Zone Agreement with Cumberland Foreside Village, LLC to include the rezoning of Tax Map R01/Lot 12A and revisions regarding the development of multiplex dwellings on Tax Map R01/Lots 11, 11A, 11B and 12A, as recommended by the Planning Board.

VOTE: 6-0-1 (Storey-King abstained)      MOTION PASSES

**16 – 020 To hold a Public Hearing consider and act on amendments to the Route 1 Design Guidelines to make them Design Standards, as recommended by the Planning Board.**

Town Manager Shane said that these guidelines have been around for 10 years and it is simply time to make them standards. These standards will be used by the Planning Board as part of the site plan review on proposed development projects in the Route One Corridor.

Chairman Bingham opened the Public Hearing.

Public discussion: None

Chairman Bingham closed the Public Hearing.

Motion by Councilor Gruber, seconded by Councilor Stiles, to approve amendments to the Route 1 Design Guidelines to make them Design Standards, as recommended by the Planning Board.

VOTE: 7-0      UNANIMOUS

**16 – 021 To consider and act on authorizing a Credit Enhancement Agreement for Grun Development for all of the non-residential components of the project (50% of taxes for 20 years or \$500,000, whichever occurs first).**

Town Manager Shane explained that the TIF Committee met to discuss the Credit Enhancement Application and recommended that this manufacturing facility and any commercial buildings would be allowed under the Credit Enhancement Agreement, but none of the residential units included in the project.

Councilor Copp asked the Manager to explain the process a business goes through to request a Credit Enhancement Agreement.

Town Manager Shane explained that it is a written request for economic development purposes. With a new business coming to town, it could be the deal breaker for enticing them to bring their business here. If the business is sold or transferred, the CEA stays with the business.

VOTE: 6-1 (Copp opposed)                      MOTION PASSES

The map displays the following features:

- Roads:** STURBRIDGE LN, DRIVEWAY, PLEASANT VALLEY RD, VALLEY RD, JUNIPER LN, BRUCE HILL RD, HIDEAWAY LN, FROST RIDGE DR, GREELY RD EXT, OAK RIDGE RD, ACORN LN, HENRY ROAD.
- Land Ownership:**
  - Private Ownership 14.4 A (yellow shaded area)
  - Kinney 6.3 A (yellow shaded area)
  - TOWN / TRUST (multiple areas, some outlined in red dashed lines)
  - TOWN & TRUST (multiple areas)
- Public Utility Easements:**
  - CITY OF GREELEY (orange shaded area)
  - CITY OF FORT COLLINS (red shaded area)
- Other Features:** A blue-shaded area representing a body of water or wetland, and a pink dot located near the intersection of Pleasant Valley Rd and Juniper Ln.

Town Manager Shane explained that Mr. Kinney offered to sell the parcel to the Town for \$12,000 and requested a gift letter in the amount of \$25,800 for tax purposes. This parcel will abut the Knight's Pond Preserve property, and the Cumberland/Chebeague Land Trust hopes that the Council will support the purchase of the parcel.

VOTE: 7-0 UNANIMOUS

**16 – 023 To set a Public Hearing date of March 14<sup>th</sup> to consider and act on a Liquor License renewal for Rachel's On the Green.**

Motion by Councilor Stiles, seconded by Councilor Turner, to set a Public Hearing of March 14<sup>th</sup> to consider and act on a Liquor License renewal for Rachel's On the Green.

VOTE: 7-0 UNANIMOUS

**V. NEW BUSINESS**

**Councilor Edes** – He wished Chief Charron good luck in his retirement. Chief Charron became chief during a turbulent time within the department and the Town. Joe took over and did a great job. He is a good man.

**Councilor Gruber** – The Coastal Waters Commission met last week. He is very impressed with the work that they do.

Thank you to all the food pantry volunteers.

The Aging in Place Committee continues to do great work. Very soon, they will be announcing their new rides program. There have been a number of great programs that are open to the community held at Town Hall, the Congregational Church, the Methodist Church and the Senior Housing complex on Drowne Road. The initiative of this committee is tremendous.

**Councilor Storey-King** – Congratulations to all the Greely winter athletes. You all should be congratulated on your successes not just the outcome of tournaments.

**Councilor Turner** – he also wished Chief Charron well in his retirement. He has known Joe for a number of years and he is a good man.

**Chairman Bingham** – he noted the passing of Peter Newcomb recently. Peter was a member of the Greely Class of 1990, was a very active in the community, and was a close friend to his son. It is very sad when someone the same age as your own children passes.

**Councilor Stiles** – the subcommittee of the Cumberland/North Yarmouth Joint Standing Committee continues to meet and work on the Knight's Pond Preserve Management Plan. The subcommittee has worked very hard on the document and they are almost finished.

He reminded everyone that he continues his efforts to raise money for the 4-H auction at the Cumberland Fair in September to benefit the food pantry.

**Councilor Copp** – he also wished Chief Charron well. Joe has been an icon in this community for many years. Joe started the DARE program and has done many great things for our community.

**Town Manager Shane** – Mable Doughty of Chebeague Island passed away on February 16<sup>th</sup> at 93 years old. Mable was very active in the community and she will be missed.

We held neighborhood meetings in January regarding parking in front of Orchard Hill Farms, and with the Skillin and Blanchard Road neighborhood regarding the possible removal of the stop sign at that intersection. We should bring both those items to the Council at the next meeting to put closure on them.

We have been notified by the Turnpike that exits in West Cumberland will not be possible. The process got through the preliminary engineering phase and the 15 million dollar price tag was too much for the Turnpike for the second least busy interchange in the entire turnpike system.

The Congregational Church has requested consideration of the installation of an illuminated sign. The Ordinance Committee will be looking at this request since illuminated signs are not allowed per our ordinance.

**VII. ADJOURNMENT**

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

VOTE: 7-0 UNANIMOUS

TIME: 8:16 P.M.

Respectfully submitted by,

Brenda L. Moore  
Council Secretary



# ITEM

## 16-024

To hold a Public Hearing to consider and act on amending the  
Traffic Ordinance to prohibit parking on Orchard Road at  
Orchard Hill Farms



# M E M O R A N D U M

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

**To:** Town Council  
**From:** William R. Shane, Town Manager  
**Date:** March 8, 2016  
**Re:** 16-024 Orchard Road Improvements

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The future changes to Orchard Road if completed, should require a seasonal change to our Parking Ordinance for the Apple picking season. No parking signs would be erected prior to Orchard Hill Orchard and at the curve of Orchard Road after the Orchard.

**The policy related actions are:**

1. Approve or not approve the \$15,000 expenditure for the improvement to Orchard Road
2. Set a Public Hearing in the future for seasonal No Parking on sections of Orchard Road
3. Require the owners of Orchard Hill to rope off a pedestrian walkway on the easterly side of Orchard Road on their property
4. Allow the owner to remove Town trees in the right of way to expand parking along his property near the store.

**The Motion** could simply state to support to the recommendation of the Town Manager as presented for improvements to Orchard Road and to authorize the funding of up to \$15,000 from Road Improvement Reserves for the improvements.

My recommendation (in my PP presentation) would incorporate all the items listed above.



# Orchard Hill Apple Orchard

## Future Parking Proposal for 2016

By

William R. Shane, Town Manager

Chief Joseph Charron

Lieutenant Milton Calder

Chris Bolduc, Asst. Town Manager

October 26, 2015

**Neighborhood Meeting- January 26, 2016**





















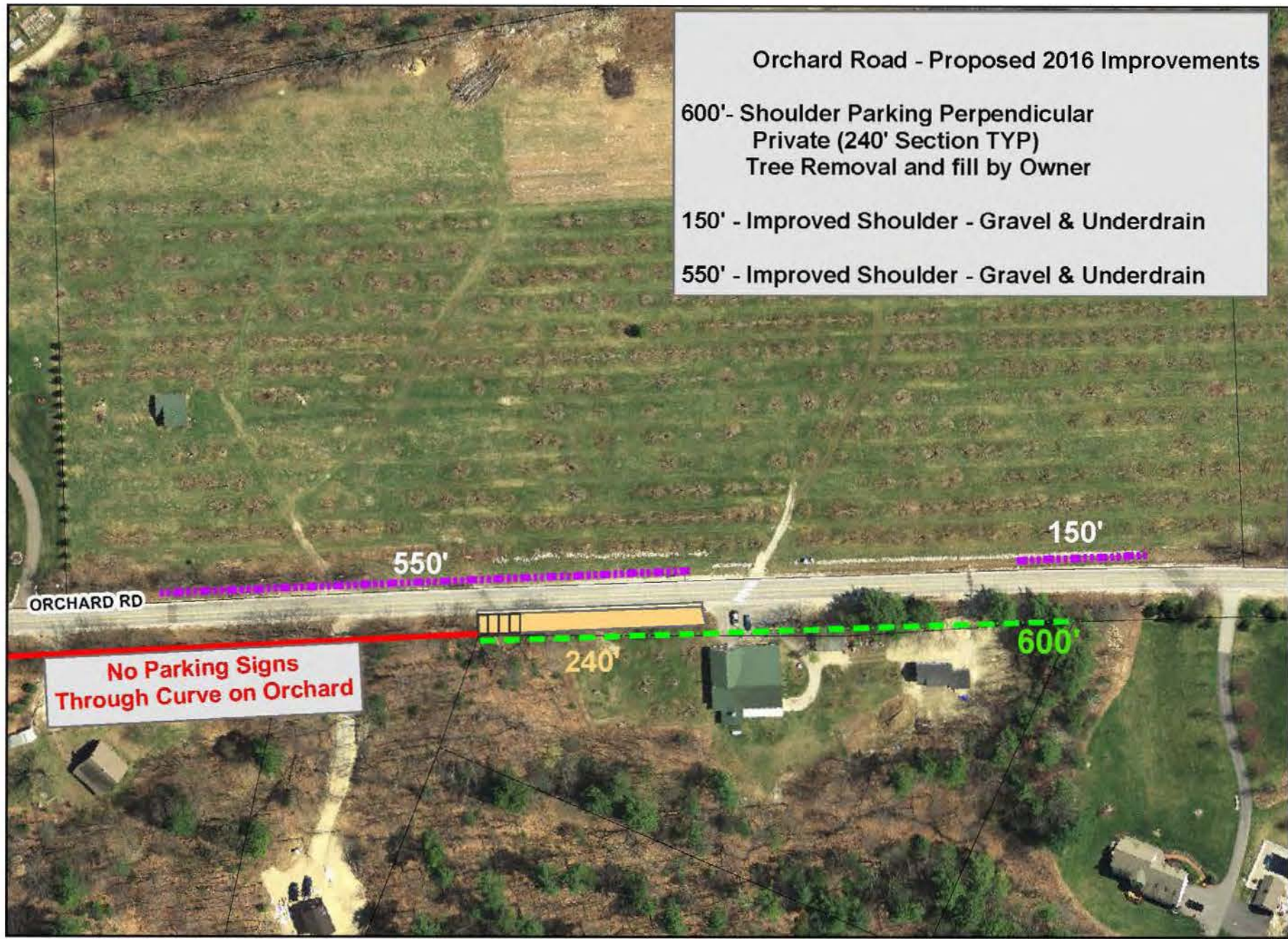


# October 14, 2015 Meeting on Site

The Police Chief & Lieutenant, the Assistant Manager and I met onsite with Bob Pierce ,the owner, and walked all the roadside parking areas

The following Plan proposal was agreed to as a good solution to the current parking situation





Orchard Road - Proposed 2016 Improvements

600'- Shoulder Parking Perpendicular  
Private (240' Section TYP)  
Tree Removal and fill by Owner

150' - Improved Shoulder - Gravel & Underdrain

550' - Improved Shoulder - Gravel & Underdrain

ORCHARD RD

No Parking Signs  
Through Curve on Orchard

240'

600'

150'

550'





# Parking & Traffic Proposal for Orchard Hill

- Install drainage and gravel along shoulder along easterly side of Orchard Road - Town to provide 6" underdrain, stone and gravel for 700' of Shoulder Improvements – Owner to supply equipment and labor for installation to Town Specification
- Owner to Remove Trees and develop parking area on the westerly side for a total distance of approximately 600' . The Parking shall allow for a 4' Shoulder along Orchard Road and create perpendicular parking .
- Town shall monitor weekend traffic , including speeds and conformance with shoulder usage by pedestrians walking to store.
- Town Shall Post remaining unimproved areas "No Parking " east & west side both north and south of the Orchard Hill





# Parking & Traffic Proposal – Next Steps

- Set Public Hearing for Neighborhood Input
- Set Public Hearing for Public Hearing to Amend Traffic Ordinance and prohibit parking per proposal
- If improvements are not completed by August 15<sup>th</sup> a Public Hearing will be scheduled to post the entire westerly side of Orchard Road “No Parking”



# Costs – Town

## Pipe

700 ' of 6" perforated underdrain @ \$6 / ft = \$4,200

Gravel- 500 CY – 700'x 8' x2' w/ 20% swell @ 10/cy = \$ 5,000

Stone for Pipe bedding 700' x1'x2' = 60 CY @ \$22 = \$ 1,320

Signage - Estimate 12 at \$150 each installed = \$ 1,800

\$12,320

Contingency @ 20% \$ 2,464

\$14, 784

**Use \$15,000**

# Costs – Owner

Equipment – 700' Shoulder Side

3 days

24 hrs. x \$150 Excavator	= \$ 3,600
24 hrs. x \$ 75 Bulldozer	= \$ 1,800
24 hrs. x \$38 Labor x 2	= \$ 1,824
Misc. Tools & Equip- LS	= <u>\$ 1,500</u>
	\$ 8,724

240' of Wider Apron on Private Property

2 Days Equipment - \$8,724 x .66 = \$ 5,758

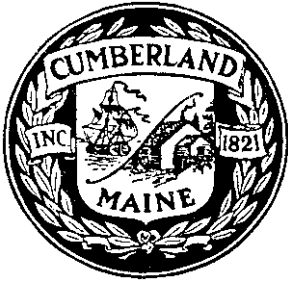
Fill – 240 x 15x x 4' = 640 CY x \$6 = \$ 3,840	
Trucks – 2 x 16hrs x \$65	<u>= \$ 2,080</u>
	\$11,678

**Total = \$20, 402 add 20% Contingency = \$24,500**

# ITEM

## 16-025

To hold a Public Hearing to consider and act on removing the stop sign at the intersection of Blanchard Road and Skillin Road



# M E M O R A N D U M

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

**To:** Town Council  
**From:** William R. Shane, Town Manager  
**Date:** March 8, 2016  
**Re:** 16-025 Skillin Road Stop Sign

---

After the neighborhood meeting and lengthy discussion, I do not see this moving forward. I will review the Consultants PowerPoint to refresh the public on the item, but unless something has dramatically changed this item will not result in any changes to the Traffic Ordinance Stop Sign section.

I would recommend you complete this action and not let it die due to failure of a motion or a second. It's been a good process to date that respectfully allowed for differing opinions and discussion. It is important to show that Town government does function well and requests are taken seriously.

**The motion:**

I move to instruct the Town Manager to have the stop sign on the northerly side of the intersection of Skillin and Blanchard Road be removed per the plan presented by the Gorrill Palmer Engineers.



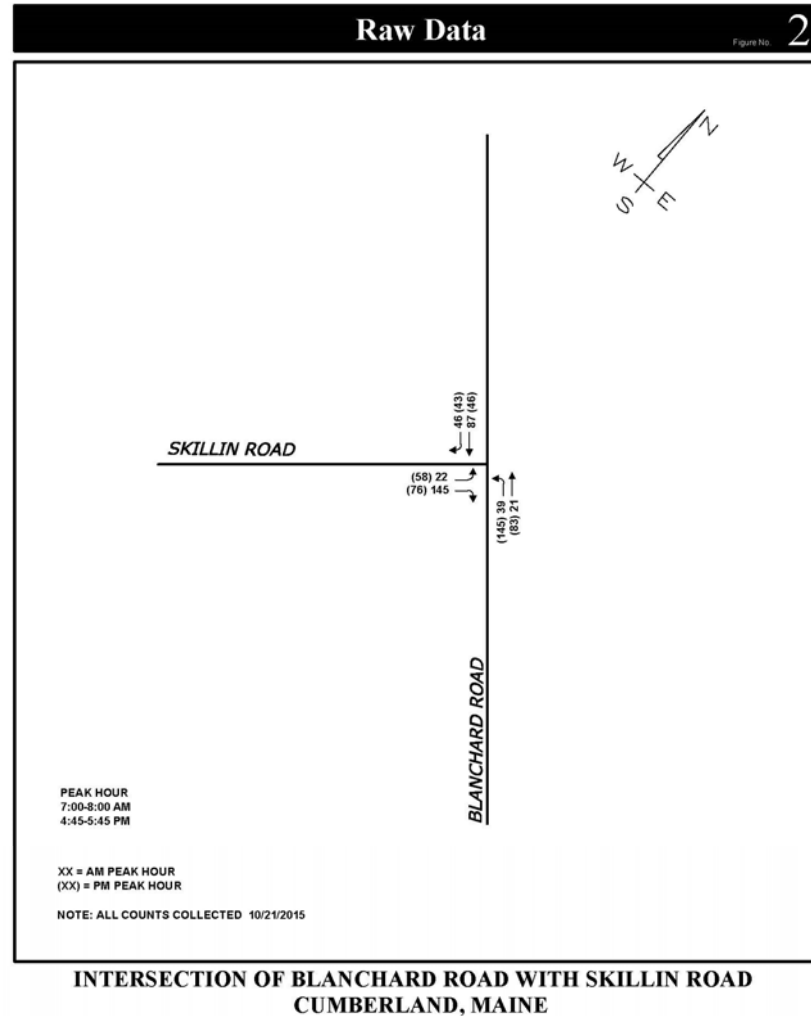
# Blanchard Road / Skillin Road Neighborhood Meeting

January 28, 2016



[Report a problem](#)

# Traffic Volumes



Design: ET Scale: NONE  
 Draft: LAN Date: NOVEMBER 2015  
 Checked: RED File Name: 1636.68-TRAFF.dwg



# Collision Data

- Two crashes in three years
  - One caused by slippery road
  - One caused by truck clipping overhead wire





# Alternative Solutions

- Maintain Existing
- Stop only on Skillin Road
- Multiway Stop



# Scenario I: Maintain Existing

- Low collision rate
- Not standard (driver confusion)



## Scenario 2: Stop only on Skillin Road

- Conventional Design
- Reduces driver confusion and delay





## Scenario 3: Multiway Stop

- Inefficient
- Does not meet ITE Standards



# Recommendation

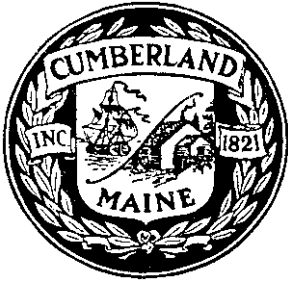
- Stop only on Skillin Road
- Post “New Traffic Pattern” signs one week prior to change



# ITEM

## 16-026

To consider and act on authorizing the Code Enforcement Officer to execute a Consent Agreement with the owner of 30 Rosa Way



# M E M O R A N D U M

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

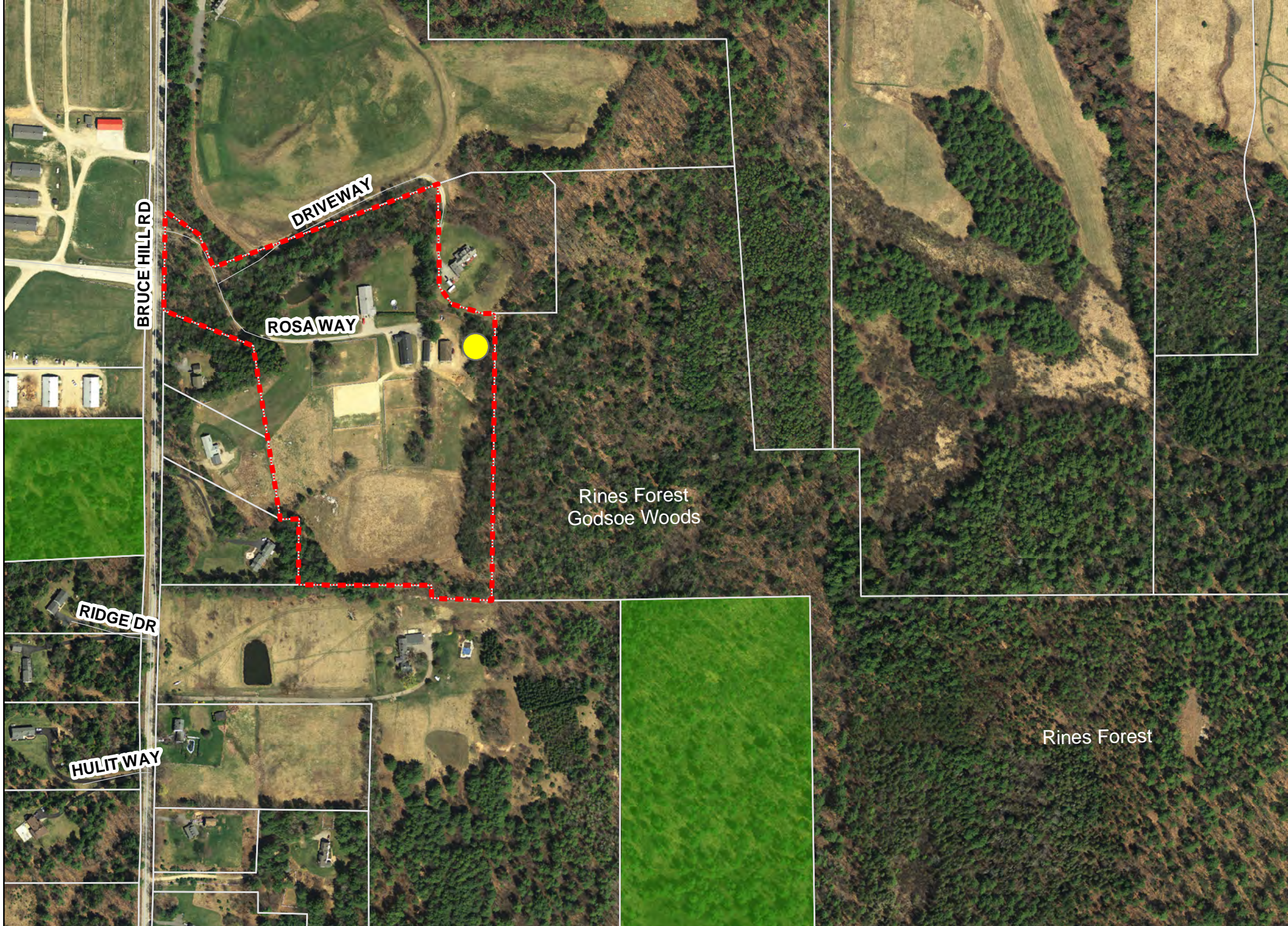
**To:** Town Council  
**From:** William R. Shane, Town Manager  
**Date:** March 8, 2016  
**Re:** 16-026 Building too close to Property line – Consent Decree 30 Rosa Drive

---

Recommend \$500 in Attorney Fees and approval and authorize the Code Enforcement Officer to sign the agreement.

The Town Attorney has reviewed and approved the CA as written.





30 Rosa Drive

 Conflict Area



## CONSENT AGREEMENT

This Consent Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between Frank J. Pitassi who owns property located at 30 Rosa Way, Cumberland, Maine ("Pitassi") and the TOWN OF CUMBERLAND, a municipal corporation located in the County of Cumberland and State of Maine (the "Town").

Pitassi and the Town stipulate to the following facts:

1. The Town is a municipal corporation organized under the laws of the State of Maine. William Longley is the duly authorized Code Enforcement Officer of the Town and authorized under state law to administer and enforce the Town's Zoning Ordinance.
2. Pitassi is the owner of the property consisting of approximately 23 acres more particularly described by Exhibit "A" attached and made part of this agreement together with all existing buildings and appurtenances described therein.
3. A building permit to construct an indoor riding arena was issued on 12/22/2016 (Permit #15-298)
3. A Mortgage Loan Inspection Plan dated 2-11-2016 by Livingston-Hughes, Surveyors disclosed an apparent encroachment by the arena of the rear setback requirement of the Town's Zoning Ordinance. A copy of the Mortgage Loan Inspection Plan, attached hereto as Exhibit "B", indicates the arena is located twenty three (23) feet, more or less, from the rear property line.
4. The Town's Zoning Ordinance in 1966 required a structure to be set back Seventy Five (75) feet from the rear property line.
5. The Code Enforcement Office has investigated the case and has determined that the aforementioned setback violation does not result in any significant health, safety or welfare problem.
6. Pitassi agrees to pay the Town's attorney's fees and costs associated in the amount of Five Hundred Dollars (\$500.00). Such payment shall be made payable to the Town of Cumberland.



7. The existing arena structure, as shown on Exhibit "B", shall be allowed to remain in its current location. The existing arena structure shall not be expanded or replaced, except in conformance with the requirements of the Town of Cumberland Zoning Ordinance.
8. The Town agrees to relinquish its rights to prosecute Pitassi, their successors in real property interest, assigns and heirs, for any alleged violation arising from the setback or building permit disputes arising from the construction or location of the arena.
9. This Consent Agreement shall be binding upon Pitassi, their successors in real property interest, assigns and heirs and it shall be duly recorded by Pitassi in the Cumberland County Registry of Deeds within thirty (30) days, with a copy of the recorded instrument to be provided to the CEO.
10. At a meeting of the Town Council on March \_\_\_\_, 2016, the Town approved this resolution of the alleged zoning violation based upon the terms and conditions set forth in this Agreement and authorizes the CEO to sign this Consent Agreement on behalf of the Town.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date appearing beside their names below.

Dated \_\_\_\_\_

\_\_\_\_\_  
Frank J. Pitassi / Owner

Town of Cumberland

Dated \_\_\_\_\_

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

William Longley, Duly Authorized  
Code Enforcement Officer

STATE OF MAINE  
Cumberland, ss.

March, 2016

Personally appeared the above-named Frank J. Pitassi, owner of the property located at 30 Rosa Way, Cumberland, Maine and acknowledged the foregoing instrument to be his free act and deed. Before me,

\_\_\_\_\_  
Notary Public /Attorney-at-Law

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

STATE OF MAINE  
Cumberland, ss.

March, 2016

Personally appeared the above-named William Longley, duly authorized Code Enforcement Officer for the Town of Cumberland and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of the Town of Cumberland. Before me,

\_\_\_\_\_  
Notary Public/Attorney-at-Law

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

## EXHIBIT A

A certain lot or parcel of land situated on the southeasterly side of Bruce Hill Road in the Town of Cumberland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point marked by a capped 5/8" rebar found on the southeasterly sideline of Bruce Hill Road at the northerly corner of land of Peter Higgins; said rebar being located N 49° 48' 49" E along said Bruce Hill Road a distance of 434.13 feet from an iron pin marking the northeasterly corner of land now or formerly of Earl Holdsworth;

Thence by the land of Peter Higgins for the following described courses and distances;

Thence S 12° 28' 10" E 456.01 feet to a capped rebar;

Thence S 40° 58' 18" E 63.82. feet to a capped rebar;

Thence S 50° 10' 32" W 216.49 feet to a capped rebar found on the northeasterly side of land now or formerly of Earl Holdsworth;

Thence by land of Holdsworth for the following courses and distances:

Thence S 40° 20' 42" E 453.97 feet to an iron rod, marking a corner;

Thence S 46° 51' 43" W 44.71 feet to a capped rebar marking a corner;

Thence S 40° 20' 42" E 110.96 feet to a capped rebar to be set at a corner of a 63.6 acre parcel of land now or formerly of David Jr. & Marilyn Higgins and conveyed to John A. Godsoe et al by warranty deed dated February 3, 1997 and recorded in said registry in Book 12845, Page 190;

Thence by the aforesaid 63.6 acre parcel of land for the following described courses and distances;

Thence N 51° 57' 9" E 803.0 feet to a 5/8" rebar set with a surveyor's cap at a point which is 75.5 feet southeasterly from the rear corner of a barn located on the Higgins property;

Thence N 50° 0' 56" E 138.79 feet to an iron pipe found;

Thence N 25° 1' 16" W 110.11 feet to a 5/8" rebar set with a surveyor's cap near an oak tree;

Thence N 13° 3' 26" E 74.78 feet to a 5/8" rebar set with a surveyor's cap at a stone wall;



Thence N 47° 54' 8" E along said wall which cannot be disturbed by either the Grantors or the Grantees, their heirs and assigns without permission of the abutting property owners, 350.33 feet to a 5/8" rebar capped;

Thence N 64° 17' 38" W 746.99 feet along the centerline of a 50 foot wide vegetative barrier, within which no trees or bushes are to be cut, to a 5/8" rebar set near the southeasterly line of an existing driveway;

Thence N 19° 55' 33" E along the southeasterly line of said driveway, 165.13 feet to a capped rebar;

Thence N 16° 42' 51" W continuing along the easterly line of said driveway 134.49 feet to a capped rebar on the southeasterly sideline of Bruce Hill Road;

Thence S 50° 27' 1" W along the southeasterly sideline of Bruce Hill Road, 745.85 feet to the capped 5/8" rebar found at the land of Peter Higgins and the point of beginning.

Course bearings for the first three courses in the above descriptions are based on magnetic north as of July 1998. All other bearings are magnetic as of 1986 as indicated on the Plan of Land of Bruce Hill Road for David R. Higgins recorded in said registry in Plan Book 197, Page 36.

The above described premises are conveyed subject to an easement or right of way 30 feet in width in common with the grantees their heirs and assigns, for purposes of ingress and egress and the installation and maintenance of utilities, over and along the existing driveway leading from Bruce Hill Road through the above described premises to Parcel B as shown on said plan. Said easement being shown as a 30' driveway easement on said plan and being the same easement conveyed to John A. Godsoe and Elaine M. Godsoe by warranty deed from Marilyn Higgins and David R. Higgins, Jr., Trustees of the Higgins Family Living Trust dated February 3, 1997 and recorded in the Cumberland County Registry of Deeds in Book 12945, Page 190. The Grantees herein, for themselves, their heirs and assigns, covenant and agree to share equally in the cost of repairing, maintaining and plowing the driveway easement.

The above described premises are conveyed subject to and together with the following restrictive covenants which shall also benefit and burden the adjacent land shown as Parcel B on said plan;

1. The existing stone wall which is a portion of the common boundary line between Parcel A and Parcel B as shown on said plan and which is in the 11<sup>th</sup> course in the legal description of the premises conveyed herein for a distance of 350.33 feet shall not be disturbed except by mutual consent of the owners of Parcel A and Parcel B.
2. No trees, brush or natural growth shall be cut or removed within the 50-foot wide vegetative barrier as shown on said plan except by mutual consent of the owners of Parcel A and Parcel B; provided however, that dead or diseased trees may be cut and removed and reasonable pruning and thinning to improve the growth shall be permitted without mutual consent.

Excepting and reserving from this conveyance, however, the following described parcel of land;

A certain parcel of land situated on Bruce Hill Road, in the Town of Cumberland, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point marked by an iron pin set on the southeasterly side line of Bruce Hill Road at the northeasterly corner of land now or formerly of Peter Higgins:

Thence North  $49^{\circ} 48' 49''$  East and the line of Bruce Hill Road, 500.0 feet to an iron pin set and the remaining land of David and Marilyn Higgins;

Thence South  $12^{\circ} 28' 10''$  East, and by the land of Higgins, 333.0 feet to an iron pin set at a corner;

Thence South  $38^{\circ} 45' 21''$  West, continuing by the land of Higgins, 567.75 feet to an iron pin found on the line of land now or formerly of Peter Higgins;

Thence North  $12^{\circ} 28' 10''$  West, and by the land of Peter Higgins, 456.01 feet to the iron pin set on the southeasterly side line of Bruce Hill Road and the point of beginning.

All iron pins found and set are #5 rebar with a surveyor's identification cap;

Bearing are magnetic as of July 1998.

Meaning and intending to convey the same premises conveyed to Frank J. Pitassi by Quitclaim Deed from Total Concept Builders, LL dated September 19, 2005 and recorded in the Cumberland County Registry of Deeds in Book 23183, Page 310.



## EXHIBIT B

## THIS IS NOT A BOUNDARY SURVEY

This copyrighted document expires 05-11-16. Reproduction and/or dissemination after this date is unauthorized.

MORTGAGE INSPECTION OF: DEED BOOK 23183 PAGE 310 COUNTY Cumberland  
 PLAN BOOK 197 PAGE 36 LOT p/o Parcel A

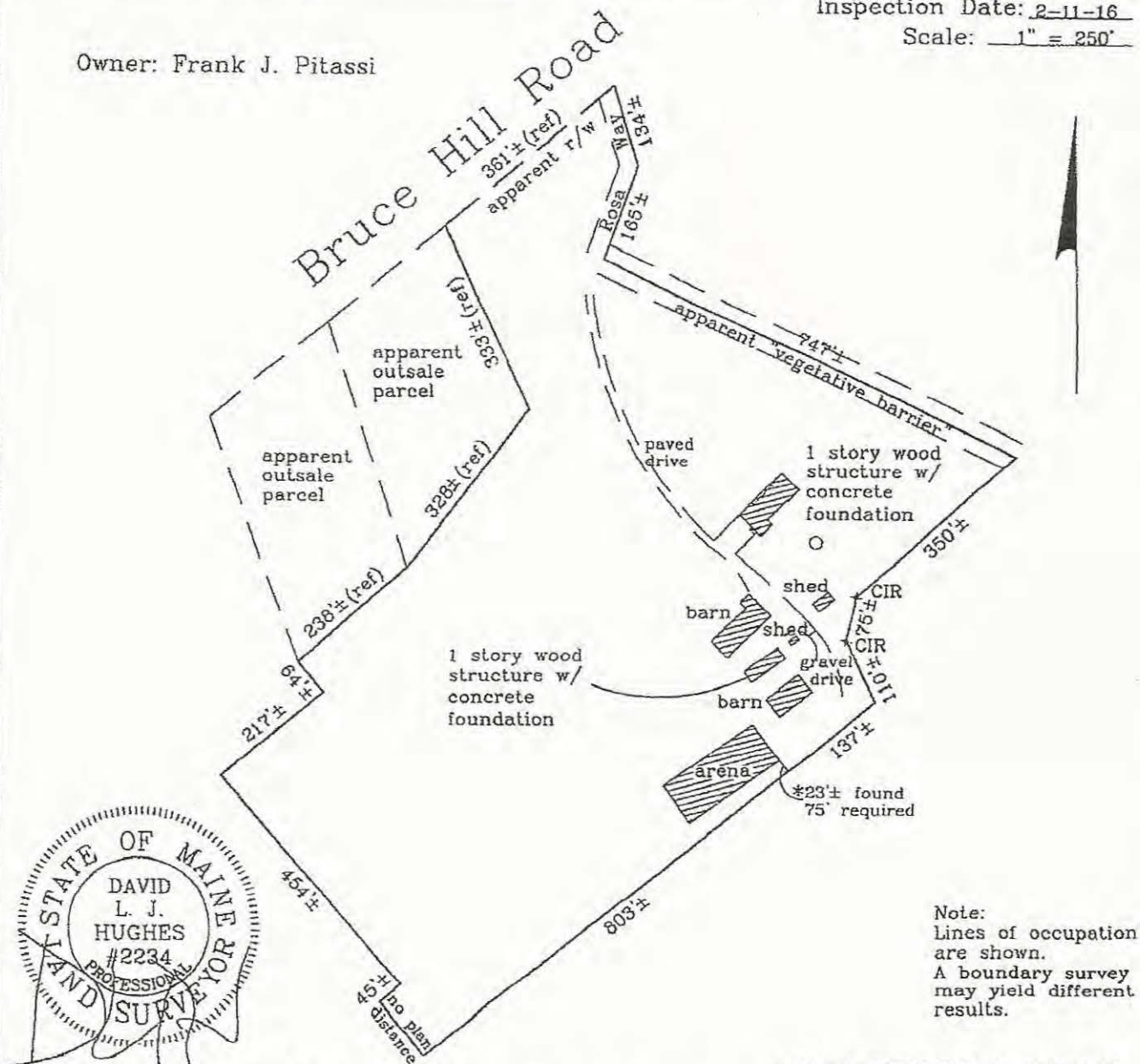
ADDRESS: 30 Rosa Way, Cumberland, Maine

Job Number: 879-80

Inspection Date: 2-11-16

Scale: 1" = 250'

Owner: Frank J. Pitassi



I HEREBY CERTIFY TO: Norman Hanson & DeTroy; the Lender  
and First American Title Ins. Co.

Monuments found did not conflict with the deed description.

The dwelling setbacks do ~~XXX~~ violate town zoning requirements.\* (see arena)

As delineated on the Federal Emergency Management Agency Community Panel 230162-0015 B:

The structure does not fall within the special flood hazard zone.

The land does not fall within the special flood hazard zone.

A wetlands study has not been performed.

APPARENT EASEMENTS AND RIGHTS OF WAY ARE SHOWN. OTHER ENCUMBRANCES, RECORDED OR NOT, MAY EXIST. THIS SKETCH WILL NOT REVEAL ABUTTING DEED CONFLICTS, IF ANY.

copyright©

**Livingston-Hughes**

Professional Land Surveyors

88 Guinea Road

Kennebunkport, Maine 04046

207-967-9761 phone 207-967-4831 fax

www.livingstonhughes.com

THIS SKETCH IS FOR MORTGAGE PURPOSES ONLY

# ITEM

## 16-027

To hold a Public Hearing to consider and act on a Liquor License  
renewal for Rachel's On the Green

**BUREAU OF ALCOHOLIC BEVERAGES  
DIVISION OF LIQUOR LICENSING & ENFORCEMENT  
8 STATE HOUSE STATION  
AUGUSTA, ME 04333-0008**

DEPARTMENT USE ONLY	
LICENSE NUMBER:	CLASS:
DEPOSIT DATE	
AMT. DEPOSITED:	BY:
CK/MO/CASH:	

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.



PRESENT LICENSE EXPIRES 3/29/16

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

**INDICATE TYPE OF LICENSE:**

- ☒ RESTAURANT (Class I,II,III,IV)
- ☐ HOTEL-OPTIONAL FOOD (Class I-A)
- ☐ CLASS A LOUNGE (Class X)
- ☐ CLUB (Class V)
- ☐ TAVERN (Class IV)

- ☐ RESTAURANT/LOUNGE (Class XI)
- ☐ HOTEL (Class I,II,III,IV)
- ☐ CLUB-ON PREMISE CATERING (Class I)
- ☐ GOLF CLUB (Class I,II,III,IV)
- ☐ OTHER: \_\_\_\_\_

REFER TO PAGE 3 FOR FEE SCHEDULE

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

<b>1. APPLICANT(S)</b> —(Sole Proprietor <u>Corporation</u> , Limited Liability Co., etc.)				<b>2. Business Name (D/B/A)</b>			
<u>Lowell Smith</u> DOB: _____				<u>Rachel's On The Green</u>			
<u>Lloyd Smith</u> DOB: _____				Location (Street Address)			
DOB: _____				<u>60 Val Halla Rd.</u>			
Address <u>3 Brockview Lane</u>				City/Town <u>Lundberg</u>		State <u>Maine</u> Zip Code <u>04021</u>	
				Mailing Address <u>Same</u>			
City/Town <u>North Yarmouth</u>		State <u>ME</u>		Zip Code <u>04097</u>		City/Town <u>Same</u>	
Telephone Number <u>207-846-0103</u>		Fax Number <u>207-846-7704</u>		Business Telephone Number <u>207-827-2225</u>		Fax Number <u>207-846-7704</u>	
Federal I.D. # <u>27-5380488</u>				Seller Certificate # <u>1149663</u>			



EMAIL ADDRESS: \_\_\_\_\_

3. If premises is a hotel, indicate number of rooms available for transient guests: —
4. State amount of gross income from period of last license: ROOMS \$ — FOOD \$ 344715 LIQUOR \$ 222420
5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒
7. If manager is to be employed, give name: Lloyd Smith
8. If business is NEW or under new ownership, indicate starting date: \_\_\_\_\_  
Requested inspection date: \_\_\_\_\_ Business hours: \_\_\_\_\_
9. Business records are located at: 60 Vail Holly Rd Cumberland Me. 04021
10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐
11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐
12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
<u>Lowell Smith</u>		<u>Winterhaven, FL</u>
<u>Lloyd Smith</u>		<u>Winterhaven, FL</u>

Residence address on all of the above for previous 5 years (Limit answer to city & state)

North Yarmouth ME  
North Yarmouth ME

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

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

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

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

14. Will any law enforcement official benefit financially either directly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: \_\_\_\_\_

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

16. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: \_\_\_\_\_

Town of Cumberland 290 Tuttle Rd. Cumberland, Me. 04021

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) \_\_\_\_\_

Restaurant/Bar located between Bob's Pro Shop + MSBA

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☒ NO ☐ Applied for: \_\_\_\_\_

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1.5 Miles Which of the above is nearest? School

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than your- \_\_\_\_\_

self in the establishment of your business? YES ☐ NO ☒

If YES, give details: \_\_\_\_\_

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

**NOTE:** "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Cumberland Me on Feb 11, 20 16  
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

### NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

**THIS APPROVAL EXPIRES IN 60 DAYS.**

### FEE SCHEDULE

<b>Class I</b>	Spirituos, Vinous and Malt .....	\$ 900.00
	<b>CLASS I:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
<b>Class I-A</b>	Spirituos, Vinous and Malt, Optional Food (Hotels Only) .....	\$1,100.00
	<b>CLASS I-A:</b> Hotels only that do not serve three meals a day.	
<b>Class II</b>	Spirituos Only .....	\$ 550.00
	<b>CLASS II:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
<b>Class III</b>	Vinous Only .....	\$ 220.00
	<b>CLASS III:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
<b>Class IV</b>	Malt Liquor Only .....	\$ 220.00
	<b>CLASS IV:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
<b>Class V</b>	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) .....	\$ 495.00

# ITEM

## 16-028

To consider and act on authorizing the Town Manager to execute  
a 3-year lease agreement with Rachel's On the Green





# MEMORANDUM

Town of Cumberland, Maine  
290 Tuttle Road  
Cumberland Center, ME 04021  
Telephone (207) 829-2205 • Fax (207) 829-2214

To: William Shane, Town Manager  
From: Christopher Bolduc, Assistant Town Manager  
Date: March 2, 2016  
Re: Rachel's on The Green Lease Renewal

---

Rachel's on the Green's three year lease with the Town of Cumberland for restaurant space at Valhalla expired on December 31<sup>st</sup> 2015. I have met with both Mike and Lowell Smith and they would like to enter into another three year lease agreement with the Town of Cumberland. Their yearly lease payment is currently in the amount of \$6400 plus they are responsible for propane and their portion of metered utilities.

We have negotiated an increase of the yearly lease payment from \$6400 to \$9000 effective April 1<sup>st</sup>, 2016. In addition there will be an \$800 per year increase in each of the last two years of the lease effective January 1<sup>st</sup>, 2017 and January 1<sup>st</sup>, 2018. They will continue to pay for propane and their portion of metered utilities.

All parties are in agreement with the terms of the lease, the Town Attorney has reviewed the lease documents and all appear to be in order. I am forwarding to you the lease agreement for council consideration.

## **LEASE AGREEMENT**

This Lease, dated on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 for reference purposes, is made between the TOWN OF CUMBERLAND, with offices in Cumberland, County of Cumberland and State of Maine (“Landlord”) and Rachel’s on the Green, a Maine Corporation with a place of business at Cumberland, County of Cumberland and State of Maine (“Tenant”), who agree as follows:

### **ARTICLE I BASIC LEASE PROVISIONS**

The following basic Lease provisions supplement and summarize provisions elsewhere in this Lease. They are presented to facilitate convenient reference by the parties to this Lease, subject to further definition and discussion in the referenced sections and elsewhere in this Lease. Although the basic Lease provisions are part of this Lease, if there is any conflict between the basic Lease provisions and provisions contained in the balance of this Lease, the provisions contained elsewhere shall control.

Use:	Restaurant & Bar	(Sec. 5.1)
Tenant’s Trade Name:	Rachel’s on the Green	(Sec. 5.1)
Premises Address:	60 Val Halla Road	(Sec. 2.1)
Commencement		
Date:	April 1, 2016	(Sec. 3.1)
Primary Term:	9 months	(Sec. 3.2)
Option Period:	Two automatic renewals	(Sec. 3.3)
Rent:	\$1,125/month April – November	(Sec. 4.2)
	Utilities only December – March	
Due Date:	15 <sup>th</sup> of each month	(Sec. 4.2)
Late Charge:	\$50	(Sec. 13.4)
Damage Deposit:	\$2,000 retained from prior lease	(Sec. 4.3)
Exhibits:		
A.	Tenant’s Certificates of Insurance (Liability & Worker’s Compensation)	
B.	Landlord’s Equipment and Property Inventory	
C.	Tenant’s Equipment and Property Inventory	

### **ARTICLE 2 PREMISES**

2.1 **Leased Property:** Landlord leases to Tenant and Tenant leases from Landlord the following property (the Premises):

(a) **Premises:** The snack bar area at Val Halla Golf & Recreation Center, including kitchen, bar and dining area at Viking Grill, common use of adjoining deck and restrooms in restaurant area and dedicated space to be used as an office or for storage. Landlord

does not guarantee Tenant rights to catering of banquet facility events or use of banquet facility kitchen. Tenant may negotiate with Maine State Golf Association as Lessee of said banquet facility to provide catering services or for use of banquet facility kitchen.

(b) Parking Spaces. Tenant will not have exclusive use of any parking spaces but the Landlord will permit restaurant guests and employees to park in the Center parking lot at the rear entrance of the building. Tenant or its employees may only use rear entrances for loading/unloading or receiving shipments on a time-restricted basis.

(c) Contents. Landlord also leases to Tenant all furniture, fixtures, equipment and furnishings located at the premises. A list of Landlord's personal property included in this Lease is attached hereto as Exhibit B, but Tenant agrees that whatever the contents of said list, all said furniture, fixtures, equipment and furnishings as are in place on March 1, 2016 are included herewith and Tenant shall be responsible for the repair or replacement of any of these items and all additional items required to operate a restaurant.

(d) Bar. Tenant shall operate the bar adjoining the restaurant at such times as Tenant reasonably determines to open the same. Hours of operation must be consistent with industry standards and maintained throughout the season. Changes to hours of operation must be approved by Landlord and notice of the same must be given to Landlord and restaurant guests at least seven (7) days prior to the change taking effect.

2.2 Tenant's Acceptance of Premises. Tenant shall accept the Premises in its "As Is" condition on the Commencement Date, but shall be entitled to early occupancy, without cost, to clean and renovate the same with Landlord's consent.

2.3 Recreation Center. The Premises are part of a larger parcel of real property (the "Center") owned by Landlord commonly known as Val Halla Golf & Recreation Center in the Town of Cumberland, County of Cumberland, State of Maine.

2.4 Landlord's Title and Authority. Landlord has good, legal, and marketable fee title to the Premises and the full right and lawful authority to make this Lease.

2.5 Quiet Enjoyment. So long as no Event of Default (as defined below) has occurred, Tenant shall have full, quiet, and peaceful possession of the Premises without interference or interruption by Landlord. This quiet enjoyment provision will not be effective once Landlord has given notice of termination subject to Article 3, paragraph 3.4.

2.6 Access. Golfers shall have the right to use said premises in common with Tenant's customers. Also, Landlord shall have the right through its golf professional to use a portion of said restaurant space for registration during golf outing events and further to enter upon the Premises for the purpose of inspection, serving or posting notices, making any necessary repairs to the Premises, complying with laws, ordinances, or regulations, protecting the Premises, or any other lawful purpose. Tenant shall be open for business, in at least a limited capacity, during all organized golf outing events, including hours of registration. Landlord reserves the right to operate the Premises during such times if Tenant is unable or unwilling to do so. Landlord shall exercise such rights reasonably, upon reasonable advance notice (except in the case of emergencies) and in such manner as not to interfere unreasonably with the business of Tenant.



## ARTICLE 3

### TERM

3.1 **Commencement Date.** This Lease shall be effective and Tenant's obligation to pay rent shall commence on April 1, 2016 (the "Commencement Date").

3.2 **Initial Term.** The initial term (the "Initial Term") shall begin on the Commencement Date and end on December 31, 2016.

3.3 **Automatic Renewal.** The initial term shall be automatically renewed on January 1, 2017 and on January 1, 2018 to expire no later than December 31, 2018. Landlord and Tenant reserve the right to cancel automatic renewal with notice. Notice of intent to cancel automatic renewal shall be provided prior to December 1, 2016 and December 1, 2017, respectively.

3.4 **Extensions.** Provided that Landlord determines at its sole judgment that the operation of said restaurant was beneficial to the Center as a whole, Landlord agrees to negotiate extensions hereof following the automatic renewal terms.

3.5 **Early Termination.** Landlord has the right to terminate the Lease at any time, with cause. Tenant has the right to terminate this Agreement thirty (30) days prior written notice to Landlord.

3.6 **Licenses and Permits.** Tenant shall be responsible for obtaining all necessary licenses and permits to operate said restaurant. Upon termination of the Lease the Tenant will surrender and assign, if requested by Landlord, to Landlord, concurrently with such termination, all of the licenses and permits necessary to operate the restaurant (without compensation to Tenant).

## ARTICLE 4

### RENT

4.1 **Lease Year.** The term Lease Year shall mean twelve (12) consecutive full calendar months commencing in January of each year, except that the Lease Year for the Initial Term shall mean nine (9) consecutive full calendar months commencing April 1, 2016.

4.2 **Rent.** Tenant shall pay to Landlord by the 15<sup>th</sup> of each month:

April – November inclusive: \$1,125 per month

December – March: Cost of Utilities pursuant to Article 8

Totaling: \$9,000 annually

Annual Increases: January 1, 2017/ \$800 per year and January 1, 2018 / \$800 per year.

4.3 **Damage Deposit.** Landlord shall retain Tenant's prior security deposit as security for payment of rent and Tenant's obligation to explain and clear said premises during the Term hereof and permit to the obligation to surrender the same set forth in Section 14.1.

4.4 **Confidentiality of Information.** Landlord shall maintain confidentiality and not disclose to third parties the information furnished or revealed as the result of Section 4.3 except as may be required by the Right to Know Law, or for disclosure to prospective new Tenants after the expiration or termination of this Lease.

4.5 **Marketing.** Tenant shall be responsible for the cost of local advertising.

4.6 **Golf Pro.** Tenant shall be given first option to provide food and beverage service for various Val Halla Golf Association events and leagues and private functions and golf outings. If Tenant elects to provide food and beverage service for any of the aforementioned events, Tenant shall coordinate menu offerings and pricing with the golf pro. If Tenant declines to provide the same, the golf pro shall offer the option to an outside caterer.

## ARTICLE 5

### USE

5.1 **Use.** The premises shall be used for the operation of a restaurant for Center guests and the public generally. Landlord acknowledges that Tenant intends to operate a restaurant with the service of alcoholic beverages and Tenant shall obtain proper liquor liability insurance protecting Landlord in this regard. Tenant shall not use or permit the Premises to be used for any other purpose.

5.2 **Compliance with Laws.** Tenant shall comply with all laws concerning the use, condition, and occupancy of the Premises during the term. Victualers and Liquor Licenses shall be obtained by Tenant, as well as any other State or local permit or license needed to operate said Restaurant.

5.3 **Conduct of Business.** Tenant must provide high quality food and beverage service during the Center's business hours seven days per week during the golfing season, generally defined as April 15 to November 15, and during such hours as the parties may reasonably agree during the off season. Hours of operation must be consistent with industry standards and maintained throughout the golfing season. Changes to hours of operation must be approved by Landlord and notice of the same must be given to Landlord and restaurant guests at least seven (7) days prior to the change taking effect. Landlord shall further have the right to consult on Tenant's menu and prices thereof, approval from said consultation shall not be deemed required. Further, any change in restaurant hours, menu or prices shall be established in consultation with Landlord. Tenant shall deliver a proposed menu and a full Operating Procedures manual to Landlord prior to commencement of this Lease and on an annual basis thereafter. Notwithstanding the foregoing, Tenant shall not be required to operate in the Premises (i) on the days the Center is not otherwise open for other than golf, (ii) if it is prevented from doing so because of force majeure considerations, (iii) for a reasonable period of time at the end of the term to facilitate moving out, restoration, and other activities incidental to Tenant winding up business at the Premises. If Tenant is unable or unwilling to operate in the Premises under the aforementioned circumstances, Landlord reserves the right to operate in the Premises. Tenant shall carry on its business at all times in an efficient, quality, and reputable manner for the type of business for which the Premises are leased, including maintenance of an adequate number of employees and sufficient inventory. Landlord agrees that normal odors and exhaust incidental to a restaurant, excluding odors of deteriorating food, shall not be deemed a nuisance or objectionable.

5.4 **Public Restaurant.** The Premises shall be opened to the general public and Tenant and its employees shall operate a public restaurant in a courteous and pleasant manner under the same terms and conditions as set forth herein. Restaurant guests may use the adjoining deck but no reserved seating is intended to be made available thereat by the terms of this Agreement. Smoking on the outside deck is prohibited under 22 MRSA §1550.

5.5 **Employees.** All employees shall be Tenant's, but Landlord reserves the right to approve the same; Tenant agrees that the provision of adequate wait staff, bartenders and cooks are a condition hereof. Tenant shall provide staff to operate a mobile vending cart during such days and tournaments as the parties may reasonably agree.

5.6 **Coke Scramble.** Tenant shall serve exclusively Coca Cola products in accordance with a tournament agreement between the Coca Cola Company and the Val Halla Golf Association.

## **ARTICLE 6**

### **MAINTENANCE OF PREMISES**

6.1 **Tenant's Obligations.** Subject to the provisions of this Lease concerning destruction and condemnation, Landlord shall make all necessary repairs and replacements to maintain the clubhouse Premises, except the Pro Shop, in good order, condition, and repair. Tenant shall make all necessary repairs and replacements to kitchen equipment and furniture, except as provided by Landlord in Section 7.4. Tenant shall maintain the refrigeration of the walk-in cooler and the True refrigerators and freezer. At all times Tenant shall maintain the kitchen, related storage areas and Restaurant in a safe and sanitary condition and at a level commensurate with other restaurants in the area. Tenant shall also maintain exterior landscaping and plantings as well as ensure general tidiness immediately around the rear entrances and on the outdoor eating area of the adjoining deck. Tenant shall maintain the restrooms located in the restaurant area including daily inspection, cleaning, trash removal and stocking of supplies in accordance with restaurant industry standards. Failure to comply with maintenance obligations shall be cause for early termination of this Lease.

6.2 **Tenant Improvements.** Tenant may make certain improvements to the premises involving certain remodeling of the Restaurant and kitchen areas, at Tenant's cost and with prior approval of Landlord. All such improvements which are permanent in nature shall become Landlord's at the end of the term without any obligation to reimburse Tenant therefor.

6.3 **Emergency Repairs.** In the event of any life or property-threatening emergency, Landlord shall have the immediate right to enter the Premises to effect emergency repairs without prior notice to Tenant. In the event Landlord is unable to conduct emergency repairs immediately, Landlord will provide Tenant a list of contractors authorized to complete emergency repairs on Landlord's behalf.

## **ARTICLE 7**

### **COMMON AREAS**

7.1 **Definition.** The term Common Area means all areas and facilities within the Center that are designated by Landlord from time to time for the common use of Tenant and other guests or Tenants of the Center. Common Areas include hallways, lobby, driveways, parking areas, loading areas, landscaped areas, restrooms and the like.

7.2 **Modifications.** Landlord shall refrain from doing or permitting to be done any act which would in any way materially impair the visibility of or access to the Premises.

7.3 **Tenant's Right to Use.** Landlord gives Tenant and its representatives, customers, and invitees the nonexclusive right to use the Common Areas in common with others to whom Landlord has granted or shall grant a similar right, except as provided herein. Tenant



shall not locate any of its restaurant equipment or furniture in Common Areas, nor displace any Golf Association bulletin boards or computer equipment from Common Areas. Members of the Val Halla Golf Association shall have priority to use lockers and shower facilities within the shared restrooms.

7.4 **Landlord's Maintenance and Management.** At all times Landlord shall adequately insure the Common Areas and maintain the Common Areas in good condition, including keeping the Common Areas properly lighted and repaired, providing professional carpet cleaning annually, and providing any necessary pest control services. Landlord shall be responsible for the maintenance and repair of all plumbing, lighting, electrical, HVAC, and security systems and equipment that are installed and in operation on the premises as of the commencement date of this agreement. Landlord shall also be responsible for the maintenance and repair of the hood exhaust, frialator, Star Max grill and cook top, dishwasher system, ice machine, walk-in cooler, Duke oven, and propane fireplace insert, except that Tenant shall be responsible for regular cleaning of the equipment and all products necessary to operate the equipment. Landlord shall have the exclusive right to:

(a) **Rules and Regulations.** Establish and enforce reasonable rules and regulations applicable to all Tenants and Center guests concerning the maintenance, management, use, and operation of the Common Areas.

(b) **Maintenance Closure.** Close temporarily any of the Common Areas for maintenance. Landlord shall, however, use its best efforts to maintain free access to the Premises during Tenant's normal business hours.

(c) **Costs.** Landlord shall bear all costs associated with maintenance of the Common Areas.

7.5 **Vending Machines.** Landlord shall be responsible for operation and maintenance of all vending machines located on the Premises and has the exclusive right to all profits therefrom.

## **ARTICLE 8**

### **UTILITIES**

8.1 **Utilities.** Landlord shall pay the appropriate suppliers for water, sewer, telephone, internet and refuse removal. Tenant shall be responsible for the cost of propane used during the months of the Lease Term in which Tenant's business is in operation and shall provide a full tank of propane upon the expiration of the Lease Term. Landlord shall bill Tenant for the cost of cable and electricity based upon monthly usage.

## **ARTICLE 9**

### **TAXES & ASSESSMENTS**

9.1 **Personal Property.** Tenant shall pay all taxes levied and assessed against furnishings, fixtures, equipment, and other personal property of Tenant kept upon the Premises to the extent such taxes become payable during the term of this Lease including, but not limited to, the equipment listed in Exhibit C attached hereto.

9.2 **Real Property.**

(a) Obligation. Since Landlord is a municipal corporation, no real property taxes will be assessed on said premises and nor does Landlord expect any assessment to be made on Tenant's Leasehold.

## **ARTICLE 10**

### **INDEMNITY & INSURANCE**

10.1 **Landlord Exculpation**. Landlord shall not be liable to Tenant for any damage to Tenant or Tenant's property from any cause, and Tenant waives all claims against Landlord for damage to person or property arising from any reason, except that Landlord shall be liable to Tenant for damage to Tenant resulting from the negligence or willful misconduct of Landlord or its representatives.

10.2 **Tenant's Indemnity**. Tenant shall defend, indemnify, and hold Landlord and its representatives harmless from and against any and all costs, expenses (including attorneys' fees and court costs), losses, liabilities, damages, claims, and demands of every kind or nature (collectively, "Losses"), arising in any way from (i) construction on or use or occupancy of the Premises by Tenant or any person claiming under Tenant, (ii) the conduct of Tenant's business and any activity, work, or thing done or permitted by Tenant in or about the Premises, (iii) negligence or willful misconduct of Tenant or its representatives, or (iv) any breach or default in the performance of any obligation on Tenant's part to be performed under this Lease. Tenant shall defend any such action or proceeding brought against Landlord or its representatives at Tenant's expense with counsel reasonably satisfactory to Landlord. Tenant's foregoing indemnity obligation shall, however, exclude Losses arising in any way from the negligence or willful misconduct of Landlord or its representatives.

10.3 **Landlord's Indemnity**. To the extent of the Maine Tort Claims Act, Landlord shall defend, indemnify, and hold Tenant and its representatives harmless from and against any and all Losses arising in any way from (i) construction on or use of the Common Areas, (ii) the management of the Common Area and any activity, work, or thing done or permitted by Landlord in or about the Common Areas, (iii) negligence or willful misconduct of Landlord or its representatives, or (iv) any breach or default in the performance of any obligation on Landlord's part to be performed under this Lease.

Landlord shall defend any such action or proceeding brought against Tenant or its representatives at Landlord's expense with counsel reasonably satisfactory to Tenant. Landlord's foregoing indemnity obligation shall, however, exclude Losses arising in any way from the negligence or willful misconduct of Tenant or its representatives.

10.4 **Tenant's Insurance**. Tenant shall, at all times after the delivery of the Premises to Tenant, carry at its expense:

(a) **Liability Insurance**. Comprehensive general liability insurance providing bodily injury and property damage including dram shop/liquor liability coverage in the amount of at least \$1,000,000 combined single limit insuring against all legal liability (subject to usual policy exclusions, terms, and conditions) of Tenant and its representatives arising out of the use, occupancy, or condition of the Premises. Such insurance shall name Landlord as an additional insured for the specified amount. Tenant shall have the right to effect all or any part of such insurance by endorsement on general liability insurance maintained by or on behalf of Tenant or by a separate policy or policies of insurance.

(b) Worker's Compensation. Worker's compensation insurance as required by law.

10.5 **Certificates.** Tenant shall deliver to Landlord, prior to delivery of possession of the Premises to Tenant, a certificate or certificates of insurance evidencing the types of coverage, carriers, limits, and effective dates of coverage (see attached). Each policy shall provide not less than 10 days' prior notice to Landlord of cancellation of that insurance. Tenant shall provide current certificates or other satisfactory evidence of renewal to Landlord throughout the term of this Lease. Tenant shall name Landlord as co-insured on all policies. Tenant shall hold insurance policies on workers' compensation and employee liability, commercial general public liability, liquor liability, fire and business interruption, and insurance on any personal property owned by Tenant.

10.6 **Waivers of Subrogation.** Landlord and Tenant shall each obtain from their respective insurers under all policies of fire, theft, public liability, worker's compensation and other insurance maintained by either of them at any time during the term hereof insuring or covering the Center, the Premises or any portions thereof or operations therein, a waiver of all rights of subrogation which the insurer of one party might have against the other party, and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waiver.

10.7 **Employment Clarification.** It may occur from time to time that an employee of Landlord may work temporarily for Tenant, or an employee of Tenant may work temporarily for Landlord. In every case, full employment records must be kept on these employees by both parties, and the employee must log off one party's payroll and log onto the other party's payroll, prior to commencing work.

## ARTICLE 11

### ASSIGNMENT & SUBLETTING

11.1 **General Prohibition.** Tenant shall not assign or sublet all or any portion of the Premises or Tenant's interest in this Lease without Landlord's prior written consent, and if said consent is granted, Tenant shall remain primarily responsible for all obligations hereunder.

11.2 **No Waiver.** Landlord's consent to any assignment or sublease shall not waive the requirement of Landlord's consent to any subsequent assignment or sublease. Any assignment or sublease requiring but lacking Landlord's prior written consent shall be void at Landlord's option.

11.3 **Collection.** Any rental payments or other sums received by Landlord from Tenant or any other person in connection with Tenant's obligations under this Lease shall be conclusively presumed to have been paid by Tenant or on Tenant's behalf.

## ARTICLE 12

### DAMAGE AND DESTRUCTION

12.1 **Obligation to Repair.** In the event of (i) the partial or total damage or destruction of the Center or (ii) the Center being declared unfit or unsafe for occupancy by any authorized public authority, Landlord may, at its sole discretion and expense, promptly commence and diligently prosecute to completion such repairs as are necessary to permit the safe use and occupancy of the Center and to restore the Center to substantially the same condition as it was in immediately prior to such damage or destruction. Landlord may, at its sole discretion



and expense, promptly commence and diligently prosecute to completion such repairs as are necessary to correct any damage or destruction of parking or other Common Areas which render the Center totally or partially inaccessible, unusable, or which materially and adversely affect Tenant's business.

12.2 **Option to Terminate.** If all or substantially all of the Premises are damaged or destroyed and if such damage or destruction is insured by Landlord and can be repaired within 90 days following the date of such damage or destruction, Landlord may repair such damage or destruction. If the damage or destruction cannot be repaired within such 90-day period or Landlord elects not to repair the damage to the Center, either party may terminate this Lease by written notice to the other, given within thirty (30) days following the date such damage or destruction occurred.

12.3 **Insurance Proceeds.** If either party elects to terminate this Lease as allowed under Section 12.2, Tenant shall deliver the Premises to Landlord in their damaged condition and neither party shall have any obligation to repair or rebuild. In such event, insurance proceeds, if any, shall belong to Landlord.

12.4 **Continued Operation.** Unless this Lease is terminated pursuant to Section 12.2, Tenant shall continue the operation of its business during any such period to the extent reasonably practicable from the standpoint of prudent business management.

## **ARTICLE 13**

### **DEFAULT**

13.1 **Events of Default.** The occurrence of any of the following shall constitute an "Event of Default" by Tenant:

(a) **Abandonment.** Abandonment of the Premises by Tenant or vacation of the Premises by Tenant for 2 consecutive days, exclusive of time closed for renovation. Abandonment shall include not opening and operating said restaurant as agreed herein. Landlord may operate the Premises to the best of its capability during the abandonment.

(b) **Nonpayment of Rent.** Failure by Tenant to pay rent when due if the failure continues for 10 days after written notice has been given to Tenant that the rent is delinquent.

(c) **Other Obligations.** Failure by Tenant to perform any provision of this Lease required of it other than (a) and (b) above if the failure is not cured within 30 days after written notice has been given to Tenant. If, however, the failure cannot reasonably be cured within 30 days, Tenant shall not be in default of this Lease if Tenant commences to cure the failure within such 30-day period and diligently and in good faith continues to cure the failure.

(d) **General Assignment.** A general assignment for the benefit of creditors by Tenant.

(e) **Bankruptcy.** A petition to have Tenant adjudicated a bankrupt, or a petition for reorganization or arrangement under the federal bankruptcy laws is filed by Tenant or against Tenant and is not dismissed within 60 days from the date of such filing.

(f) **Receivership.** The assumption of the assets of Tenant or of the business conducted by Tenant on the Premises by a trustee, receiver, or other person where possession is not restored to Tenant within 30 days.

(g) Attachment. The attachment, execution, or other judicial seizure of substantially all of Tenant's assets located at the Premises or Tenant's interest in the Lease, where such seizure is not discharged within 30 days.

(h) Insolvency. The admission by Tenant of its inability to pay its debts as they become due.

Notice given under this Section 13.1 shall (i) specify the alleged breach and the applicable Lease provisions and (ii) demand that Tenant perform the provisions of this Lease or pay the rent that is delinquent, as the case may be, within the applicable period of time or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this Lease unless Landlord so elects in the notice. The purpose of the notice requirements in this Section 13.1 is to extend the notice requirements of the unlawful detainer statutes.

13.2 **Landlord's Remedies**. Landlord shall have the following remedies if Tenant commits an Event of Default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

(a) Recover Possession. Landlord may terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving notice to Tenant shall be required to terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant any amount, including court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

(b) Other Relief. The remedies provided for in this Lease are in addition to any other remedies available to Landlord at law or in equity by statute or otherwise.

(c) Right to Remedy. Landlord may, after expiration of the applicable cure period hereunder, correct or remedy any failure of Tenant not timely cured. The reasonable cost paid by Landlord to correct or remedy any such default shall immediately become due and payable to Landlord as additional rent.

13.3 **Mitigation**. Landlord and Tenant shall each exercise best efforts to mitigate the damages caused by the other party's breach of this Lease. Efforts to mitigate damages shall not be construed as a waiver of the nonbreaching party's right to recover damages.

13.4 **Late Charges**. If Tenant fails to pay any amount due after expiration of any applicable cure period, Tenant shall pay to Landlord, as a late charge and in consideration of the additional costs and record keeping incurred or required by Landlord, \$50.

## ARTICLE 14

### SURRENDER OF PREMISES, HOLDING OVER

14.1 **Surrender of Premises**. Upon termination of this Lease, Tenant shall surrender the Premises to Landlord in good and clean condition, ordinary wear and tear and damage not required to be repaired excepted. Tenant shall remove all of its furnishings, fixtures, and other personal property. Tenant shall correct any damage arising from its removal activity.

14.2 **Holding Over**. Any holding over after the termination of this Lease shall be construed as a tenancy from month-to-month at the rents specified in this Lease and otherwise upon the terms and conditions specified in the Lease, so far as applicable. The foregoing sentence shall not be construed as Landlord's consent for Tenant to hold over.

14.3 **Personal Property.** An inventory of personal property owned by Landlord and Tenant is attached hereto as Exhibit B and Exhibit C, respectively. At the surrender of the Property, it will be the responsibility of Tenant to turn over the personal property identified as Landlord's on Exhibit B in good condition.

## **ARTICLE 15**

### **INTEGRATION OF AGREEMENT**

15.1 **Entire Agreement.** This Lease constitutes the entire agreement between the parties on the subject matter of this Lease and supersedes any prior negotiation, understanding, representation, or agreement.

15.2 **Amendment.** This Lease may not be amended orally, but may be amended only by a written instrument signed by both parties.

## **ARTICLE 16**

### **MISCELLANEOUS**

16.1 **Notices.** Any notice, request, or other communication required or permitted by this Lease shall be in writing and shall be deemed given if personally delivered, mailed or registered or certified mail (return receipt requested), delivered by express delivery service, or sent by facsimile or similar transmission which is confirmed by mail or the recipient, addressed as follows:

To Landlord:

William R. Shane, Town Manager  
Town of Cumberland  
290 Tuttle Road  
Cumberland, ME 04021

To Tenant:

Lloyd M. Smith  
335 West Pownal Road  
North Yarmouth, ME 04097

Lowell M. Smith  
3 Brookview Lane  
North Yarmouth, ME 04097

Service by registered or certified mail shall be deemed given three business days after mailing absent proof of sooner delivery. Either party, by written notice, may change the place or places for future notice. Each recipient must have a street address for notice purposes.

16.2 **Construction and Interpretation.**

(a) **Governing Law.** This Lease is to be construed in accordance with the laws of the State of Maine.

(b) **Caption, Exhibits.** The titles and subtitles of the various articles and sections of this Lease are inserted for convenience and shall not be deemed to affect the meaning or



construction of this Lease in any way. The Exhibits are made part of this Lease by the respective references to them.

(c) Plain Meaning. Unless defined otherwise, the words used in this Lease shall be construed according to their plain meaning in the English language. The language used in this Lease shall not be interpreted strictly for or against either party. The word **shall** is used as a command. The word **law** includes federal, state, and local constitutions, statutes, orders, writs, injunction, decrees, ordinances, requirements, laws, rules and regulations. The word **termination** is used in an all inclusive sense, that is, it includes the concepts of the expiration of this Lease by lapse of time, rescission, and ending by reason of default. The word **transfer** is used in an all inclusive sense, that is, it includes each and every manner of disposing of any interest in or rights, privileges, or obligations under any part of this Lease, including any sale, gift, or assignment. The word **notice** means notices, requests, demands, and other communications and includes all payments to be made and all materials to be submitted for review or approval and all approvals or disapprovals. The term **rent** means Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease. The term **representative** means officers, directors, partners, employees, agents, and authorized contractors of a party when acting in such capacity.

(d) Conflicting Construction. If any provision of this Lease is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning that renders it valid.

(e) Singular and Plural, Gender. The singular includes the plural and vice versa, and the masculine includes the feminine and neuter, whenever the context so requires.

16.3 Time of Essence. Time is of the essence of each provision of this Lease.

16.4 Severability. Nothing in this Lease shall be construed as requiring the commission of any act contrary to law. If there is any conflict between any provision of this Lease and any present or future law, such provision shall be limited only to the extent necessary to bring it within the requirement of the law. If any part of this Lease is held to be indefinite, invalid, or otherwise unenforceable, the balance of this Lease shall continue in full force and effect. If any arbitrator or court of competent jurisdiction finds any provision of this Lease unreasonable, the arbitrator or court may declare a reasonable modification of this provision. This Lease shall be valid and enforceable and the parties agree to be bound by and perform it.

16.5 Effect of Waiver. The failure of either party to exercise any power reserved to it by this Lease or to insist on strict compliance by the other party with any obligation or condition under this Lease, and no custom or practice of the parties at variance with terms of this Lease, shall constitute a waiver of the party's right to demand exact compliance thereafter with each term of this Lease. Waiver by either party of any default by the other shall not affect or impair the waiving party's rights with respect to any other default of a like, similar, or different nature. Any delay, forbearance, or omission of a party to exercise any power or right arising out of any default by the other of any provision of this Lease shall not affect or impair the party's rights to declare any subsequent default and to terminate this Lease.

16.6 Brokers. Each party represents and warrants that it has not dealt with or taken any other action with any party in a manner so as to give rise to any valid claim against either party for a broker's commission or finder's fee in connection with the execution of this Lease. Each of the parties shall defend, indemnify, and hold the other harmless from and against all

liabilities from any claims for broker's commissions or finder's fees arising out of its breach of the foregoing representation and warranty.

16.7 **Attorneys' Fees.** If any action or proceeding is necessary to enforce the provisions of this Lease, including any claims or demand or declaratory relief action to interpret this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements, as may be fixed by the court having jurisdiction over the matter, in addition to any other relief to which it may otherwise be entitled.

16.8 **Force Majeure.** Except for payment obligations imposed pursuant to this Lease, if there is any prevention, delay, or stoppage of an act required of a party pursuant to this Lease because of strikes, lockouts, other labor disputes, material shortages, embargoes, civil unrest, governmental regulations, governmental controls, enemy or hostile governmental action, judicial order, public emergency, fire, earthquake, other Acts of God, and other causes beyond the reasonable control of the party obligated to perform, performance of the act shall be excused for the period of the delay.

16.9 **Relationship of Parties.** This Lease is not intended to create any relationship of partnership, joint venture, principal-and-agent, employer-employee or otherwise than the relationship of Landlord and Tenant.

16.10 **Successors.** This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns, subject to the restrictions as to assignment pursuant to this Lease.

The undersigned parties have caused this Agreement to be signed on the date first written above.

**LANDLORD:**

**TENANT:**

TOWN OF CUMBERLAND

RACHEL'S ON THE GREEN

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

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

William R. Shane

Town Manager

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

# ITEM

## 16-029

To consider and act on authorizing the Town Manager to execute a 3-year contract with Waste Management of Maine, Inc. for solid waste and recycling collection





## MEMORANDUM

Town of Cumberland, Maine  
290 Tuttle Road  
Cumberland Center, ME 04021  
Telephone (207) 829-2205 • Fax (207) 829-2214

To: William Shane, Town Manager  
From: Christopher Bolduc, Assistant Town Manager  
Date: March 2, 2016  
Re: Waste Management Solid Waste and Recyclables Collection Agreement

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The Town of Cumberland's "Solid Waste & Recyclables Collection and Transportation Agreement" with Waste Management of Maine is due to expire on June 30<sup>th</sup> 2016. Waste Management would like to continue their relationship with the Town and enter in to another three year collection agreement.

Waste Management is proposing a 0% increase for FY 17 and a 2.5% increase for FY 18 and a 2.5% increase for FY 19. I have attached a cost breakdown to this memorandum.

Town staff is very pleased with the service we have received from Waste Management over the past three years. They are very responsive and professional and we have seen our number of citizen complaints fall greatly since they have taken over. I am forwarding to you the proposed extension agreement for council consideration.

**SOLID WASTE  
320**

ACCOUNT NUMBER	DESCRIPTION	FY 2014 ACTUAL	FY 2015 ACTUAL	FY 2016 BUDGET	FY 2017 PROPOSED	DIFFERENCE DOLLAR	DIFFERENCE %
0325-4660	PINE TREE	\$ 318,055	\$ 329,359	\$ 336,300	\$ 336,300	\$ -	0.00%

**WASTE MANAGEMENT COLLECTION AGREEMENT**

**Current 3 Year Contract**

2.5% Increase over 2 years

Waste Management	FY 14	FY 15	FY 16	FY 17	FY 18	FY 19
Description	2013-2014	2014-2015	2015-2016	2016-2017	2018-2019	2019-2020
Curbside Collection (Single Stream Recycling)	\$316,992	\$326,497	\$336,300	\$336,300	\$343,026.00	\$ 349,886.52
Curbside Bulky Waste	\$0	\$0	\$0	\$0	\$0	\$0
Yearly Contract Total	\$316,992	\$326,497	\$336,300	\$336,300	\$344,707.56	\$353,325.24
			Increase	\$0	\$8,407.56	\$ 8,617.68

**Past 3 Year Contract**

Pine Tree Waste	FY 11	FY 12	FY 13	
Description	2010-2011	2011-2012	2012-2013	3-Year Total
Curbside Collection (Single Stream Recycling)	\$319,020	\$329,232	\$339,768	\$988,020
Curbside Bulky Waste	Included	Included	Included	\$0
Yearly Contract Total	\$319,020	\$329,232	\$339,768	\$0

3 Year Contract Total:	\$988,020
------------------------	-----------

**Recyclable Material and Municipal Solid Waste Curbside Collection Service**

**Pinetree Waste Previous 5 Year Contract**

	FY 06	FY 07	FY 08	FY 09	FY 10	
Description	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	5-Year Total
Curbside Collection (Single Stream Recycling)	\$325,728	\$334,128	\$345,928	\$363,374	\$381,693	\$1,772,501
Curbside Bulky Waste	\$4,000	\$4,140	\$4,285	\$4,500	\$4,725	\$0
Yearly Contract Total	\$329,728	\$338,268	\$350,213	\$367,874	\$386,418	\$0

5 Year Contract Total:      \$1,772,501



2000 Forest Avenue  
Portland, ME 04103  
Tel: (207) 797-6206  
Fax: (207) 797-8129  
Cell: (603) 396-9602

January 20, 2016

Mr. Chris Bolduc  
Assistant Town Manager  
Town of Cumberland  
290 Tuttle Road  
Cumberland, ME 04021

Dear Mr. Bolduc,

Waste Management of Maine, Inc. is desirous of extending its Solid Waste & Recyclables Collection and Transportation Agreement with the Town of Cumberland, ME entered into July 1, 2013. We understand the challenging budget constraints the Town is facing as we face some of the same large increases. Waste Management would like to propose keeping the same pricing for fiscal year 2017 and increasing the pricing in fiscal years 2018 and 2019 by 2.5% per year.

Thank you for your consideration. If you have any questions or require more information, please feel free to contact me anytime.

Sincerely,  
Waste Management

Peter Lachapelle  
Public Sector Representative

**EXTENSION AND AMENDMENT  
TO AGREEMENT FOR  
SOLID WASTE & RECYCLABLES  
COLLECTION AND TRANSPORTATION**

This Extension and Amendment (this "Amendment"), dated this \_\_\_\_ day of \_\_\_\_\_, 2016, is by and between Waste Management of Maine, Inc. ("Contractor") and the Town of Cumberland, Maine ("Town").

WHEREAS, the Contractor and Town entered into a Solid Waste & Recyclables Collection and Transportation Agreement on the 1<sup>st</sup> day of July 2013 (the "Agreement"); and

WHEREAS, the Town and Contractor are seeking to extend and amend the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and promises set forth herein, the Town and Contractor do hereby covenant, promise and agree as follows:

1. The term of the Agreement shall be extended through June 30, 2019.

2. **Schedule of Prices**, shall be amended as follows:

**Year Four**

**(July 1, 2016 – June 30, 2017)**

**Curbside Collection Price: \$28,025.00 per Month**

**Roll-off Container 30 cy/ price per month: \$125.00 per haul**

**Equipment Lease Price / per month (Qty 8) 10 cy Dumpster: Included  
(Qty 1) 8 cy Dumpster: Included  
(Qty 1) 6 cy Dumpster: Included  
(Qty 2) 4 cy Dumpster: Included  
(Qty 5) 2 cy Dumpster: Included**

**Cost for Bulky Waste Pick-Up**

**Spring: Included**

**Fall: Included**

**Year Five**

**(July 1, 2017 – June 30, 2018)**

**Curbside Collection Price: \$28,725.63 per Month**

**Roll-off Container 30 cy/ price per month: \$130.00 per haul**

**Equipment Lease Price / per month (Qty 8) 10 cy Dumpster: Included  
(Qty 1) 8 cy Dumpster: Included  
(Qty 1) 6 cy Dumpster: Included  
(Qty 2) 4 cy Dumpster: Included  
(Qty 5) 2 cy Dumpster: Included**

**Cost for Bulky Waste Pick-Up**

**Spring: Included**

**Fall: Included**



**Year Six**

**(July 1, 2018 – June 30, 2019)**

**Curbside Collection Price: \$29,443.77 per Month**

**Roll-off Container 30 cy/ price per month: \$135.00 per haul**

**Equipment Lease Price / per month (Qty 8) 10 cy Dumpster: Included  
(Qty 1) 8 cy Dumpster: Included  
(Qty 1) 6 cy Dumpster: Included  
(Qty 2) 4 cy Dumpster: Included  
(Qty 5) 2 cy Dumpster: Included**

**Cost for Bulky Waste Pick-Up**

**Spring: Included**

**Fall: Included**

All terms and conditions of the Agreement, except those expressly modified by this Amendment, remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties have caused this Amendment to be executed by their respective authorized officers or agents on the date set forth below.

**Town of Cumberland, Maine**

Date: \_\_\_\_\_

\_\_\_\_\_  
William R. Shane, P.E.  
Town Manager

**Waste Management of Maine Inc.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Christopher P. DeSantis  
President

# ITEM

## 16-030

To consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, amendments to Road Standards as recommended by the Ordinance Committee

SUBDIVISION ROAD STANDARDS

250 Attachment 1

**Table 2: Geometric Design Standards (See Also Associated Figures Following this Table)**

Dimensional Description	Residential Access < / = 50 vpd	Residential Access > 50 vpd	Mixed Use Commercial Access	Trip generation estimate based on latest edition of the ITE Trip Generation Manual for Single Family Housing using Average Rates.
Design Speed (MPH)	25	25	30	
Posted Speed (MPH)	25*	25*	25*	*Legal Speed Limits set by MaineDOT
Right of Way Width (feet)	36'*	50'*	60'*	*May require additional easements
Pavement Width of Traveled Way, Edge to Edge (see road x-section)	18'*	22'	24'	*May be unpaved, but road will not be accepted as a public road.
Curbing for Entrance Radius	Type 1	Type 1	Type 1	MaineDOT Standard Specifications Section 609 shall be applicable. No headstones allowed. Type 1 is Vertical Granite Curb
Curbing at Remaining Locations	Optional – Type 1 or 2 if used	Optional – Type 1 or 2 if used	TBD by Project – Type 1 or 2 if used	MaineDOT Standard Specifications Section 609 shall be applicable. No headstones allowed. Type 2 is Extruded Concrete
Shoulder Widths (each side) – <i>Add to above pavement width of Traveled Way</i>				
without parking	2' (gravel)	2' (gravel)	4' (gravel)	
with parking	NA	4' (gravel)	4' (paved)	When parking is provided on one side of the road, it should be located on the right hand side when entering the subdivision. On street parking shall be limited to non-sidewalk side of the roadway.
Centerline Striping	NA	TBD by Project	Yes	
Shoulder (Edge Line) Striping	NA	TBD by Project	Yes	
Sidewalk Width	NA	TBD by Project	TBD by Project	
Minimum pavement crown - inch per foot (%)	1/4 (2%)	1/4 (2%)	1/4 (2%)	
Minimum slope of shoulder – inch per foot (%)	1/2 (4%)	1/2 (4%)	1/2 (4%)	

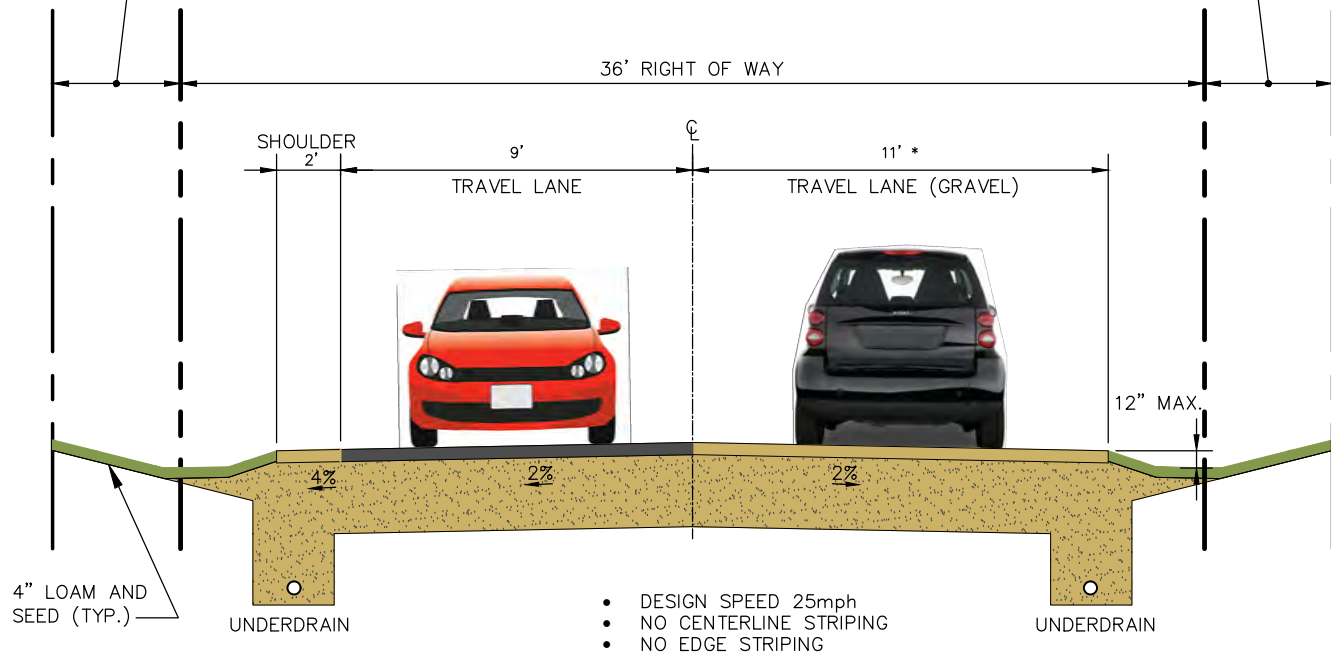
Minimum Grade (%)				
non- curb	0.5 %	0.5 %	0.5 %	If a longitudinal grade of 0.5% is used, the traveled way cross slope shall be a minimum of 3%
curbed	1 %	1 %	1 %	
Maximum grade	10 %	8 %	8 %	
K factor, crest vertical curve	15	20	20	
K factor, sag vertical curve	25	40	40	
Minimum center-line radius (feet)	180	180	300	
Minimum tangent between curves of reverse alignment (feet)	0	0	0	
Minimum angle of street intersections for a minimum of 50 feet from intersection	75°	75°	85°	
Minimum distance between street intersections (feet measured centerline to centerline)				
On same side	200	400	400	
On opposite side	100	250	250	
Minimum Pavement Radii at Intersections (feet)	20	30	40*	*Radii should accommodate largest expected vehicle on regular basis without encroachment into opposing lanes of traffic.
Maximum grade approaching intersection	3 % (for 25')	3 % (for 50')	3 % (for 75')	
Cul-de-Sac min outside radius	45	45	TBD by Project	Minimum Pavement Width (Edge to Edge = 20')
Turnaround on Dead End Street	*	*	*	*See Figure

WAIVER PROVISION: When a modification of these provisions will result in an improved plan design with lesser impact to the natural environment and/or neighboring properties, a full or partial waiver from these standards may be granted by the Planning Board, upon a positive recommendation by the Town Engineer and Town Planner.



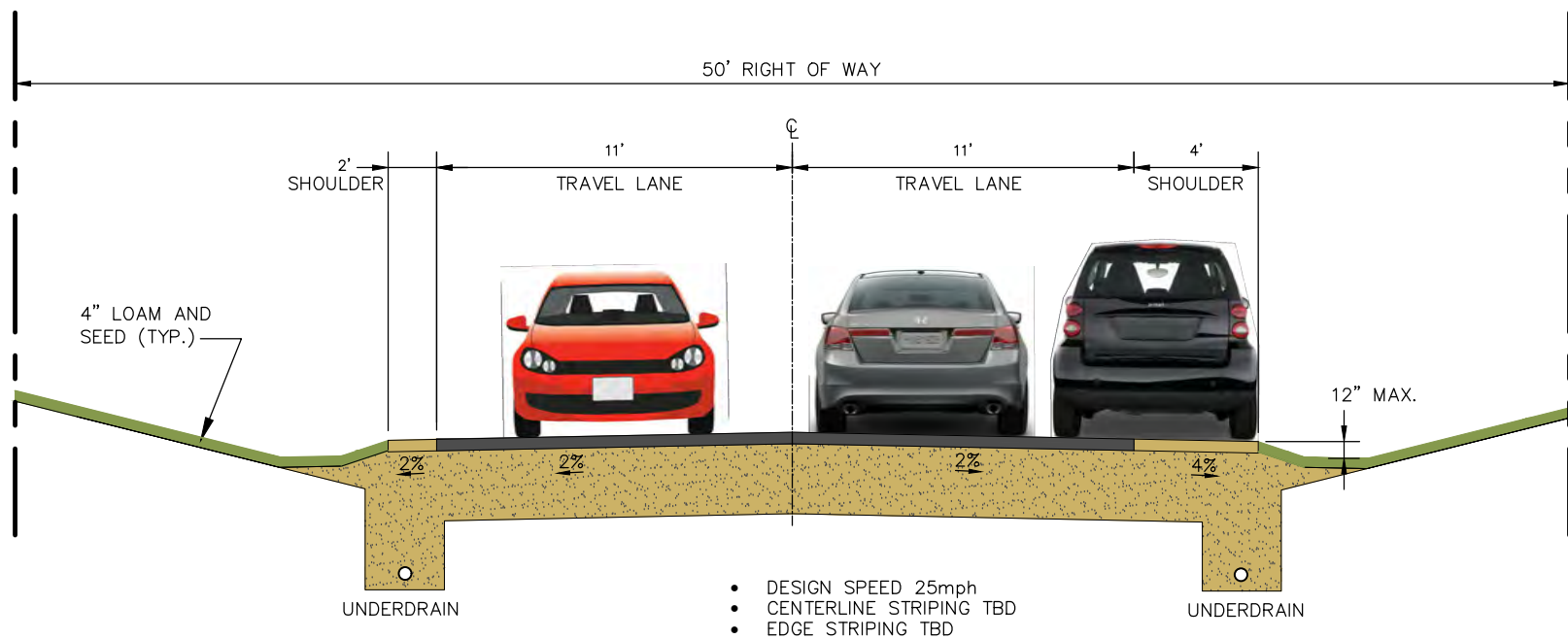
5' EASEMENT FOR  
FUTURE UTILITIES  
& SNOW STORAGE

5' EASEMENT FOR  
FUTURE UTILITIES  
& SNOW STORAGE



\* GRAVEL RESIDENTIAL ACCESS  
ROADS WILL NOT BE CONSIDERED  
FOR ACCEPTANCE AS A PUBLIC ROAD

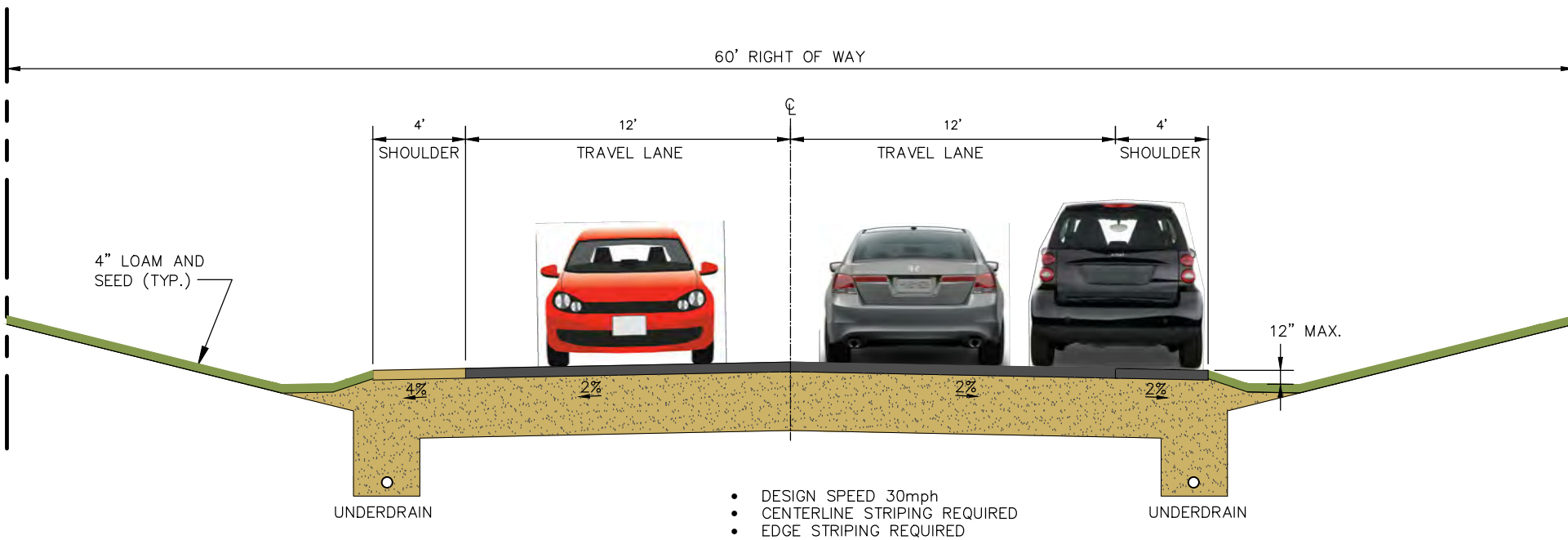
RESIDENTIAL ACCESS  $\leq$  50 VPD  
TYPICAL SECTION



WITHOUT PARKING

WITH PARKING

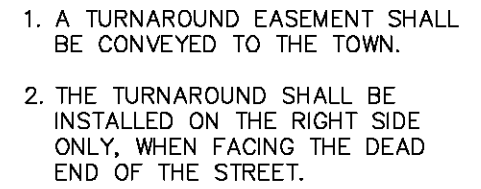
RESIDENTIAL ACCESS > 50 VPD  
TYPICAL SECTION



WITHOUT PARKING

WITH PARKING

MIXED USE COMMERCIAL ACCESS  
TYPICAL SECTION



NOT TO SCALE



# ITEM

## 16-031

To set a Public Hearing date of March 28<sup>th</sup> to consider and act on creating a Multiplex, Retail and Restaurant Overlay District for an area shown on Tax Assessor Map R1/Lots 13, 14, 14A & 14B in the Office Commercial South (OC-S) Zone, as recommended by the Planning Board

**315-29 – OFFICE COMMERCIAL (SOUTH) RETAIL, RESTAURANT, MULTIPLEX DWELLING, MIXED USE OVERLAY DISTRICT:** **Added: /16**

**A. Purpose.** The purpose of the Office Commercial (South) Retail, Restaurant, Multiplex Dwelling, Mixed Use Overlay is to allow for stand-alone or multi-use structures that allow additional uses on specific lots in the Office Commercial (South) zoning district along U.S. Route 1.

**B. District:** The Office Commercial (South) Retail, Restaurant, Multiplex Dwelling Unit, Mixed Use Overlay District, as delineated on the official Town of Cumberland Tax Assessor's Map, is hereby designated as an overlay district within the Office Commercial (South) district for the purposes designated herein. Properties in this Overlay District shall continue to be governed by the regulations applicable to the underlying zoning district except as specifically provided herein.

**C. Permitted Uses.** In addition to the permitted uses allowed in the underlying zoning districts and notwithstanding anything to the contrary in the regulations for the underlying zoning districts, the following uses are permitted uses in the Office Commercial (South) Retail, Restaurant, Multiplex Dwelling Unit, Mixed Use Overlay District.

**1. RETAIL USE:**

- A. Retail uses shall not exceed 3,500 square feet in size.
- B. Minimum Lot Size: Underlying District (OC-South)
- C. Setbacks and Road Frontage: Underlying District (OC-South)

**2. RESTAURANT USE:**

- A. Restaurant uses shall not exceed 3,500 square feet in size.
- B. Minimum Lot Size: Underlying District (OC-South)
- C. Setbacks and Road Frontage: Underlying District (OC-South)

**3. MULTIPLEX DWELLING USE:**

- A. Multiplex Dwellings in the Office Commercial (South) Retail, Restaurant, Multiplex Overlay District shall be subject to the following standards and shall **not** be subject to the provisions of Section 315-44 of the Cumberland Zoning Ordinance.
- B. **Lot Standards.** The following lot standards shall apply to multiplex dwellings in this district:
  - .1 Minimum Lot Size Requirement: The Minimum Lot Size Requirement shall be 2,500 square feet per dwelling unit.
  - .2 Setbacks. Setbacks shall be the lesser of the distance from any existing building to the nearest property line, or for new construction, as listed below.
    - Front: 25 feet
    - Rear: 15 feet
    - Side: 10 feet on each side
  - .3 Height Limit. The height limit for Multiplex Dwelling Buildings in this district shall be 50'.

- C. **Net Residential Acreage.** Net residential acreage calculations are **not** required for projects within the Office Commercial (South) Retail, Restaurant, Multiplex, Mixed Use Overlay District.
- D. **Minimum Dwelling Unit Size.** No dwelling unit shall have less than 600 square feet of finished living area.
- E. **Parking.** There shall be no less than 1.5 parking spaces per dwelling unit.
- F. **Open Space.** At least 10% of the total area of the tract or parcel of land being developed must be maintained as open space. Such open space shall consist of land which has one or more of the following characteristics:
- Land which is suitable for use as a group seating area for residents.
  - Land which preserves and provides a buffer around a sensitive wildlife habitat.
  - Land which is suitable for active recreation.
  - Land which abuts or adjoins an existing public open space.
  - Land which provides physical or visual access to a water body.
  - Land with an active trail system or which provides a link to an existing trail system.
- G. **Public Water and Sewer.** All multiplex dwelling units built after the effective date of this regulation in accordance with the provisions established herein shall be connected to the public water and sewer system.
- H. **Maintenance Agreements.** When applicable, a road maintenance agreement and/or a stormwater maintenance agreement may be required by the Planning Board.
- I. **Ownership.** A tract or parcel developed under this section shall be held either in single or common ownership.

#### **4. MIXED USE:**

- A. A development may contain two or more of the permitted uses in this Overlay District or the underlying zone (OC-South).
- B. Each use shall require a minimum of 5,000 square feet, except as otherwise required by subsection 3(B)(1) for multiplex dwellings.
- C. Lot standards shall be those for each use as stated in this section, or as listed in the underlying zone, Office Commercial – South (OC- South).
- D. **Public Water and Sewer.** All multiplex dwelling units built after the effective date of this regulation in accordance with the provisions established herein shall be connected to the public water and sewer system.

---

**Add to Definitions section of Z.O.:**

**Mixed Use: A proposed development that includes primary non-residential uses and primary residential uses on the same development site.**

# ITEM

## 16-032

To set a Public Hearing date of March 28<sup>th</sup> to consider and act on  
a liquor license renewal for The Golf Learning Center



To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

**CLASS:**

## BY:

CK/MO/CASH:

٢ OTHER:

<b>1. APPLICANT(S)</b> –(Sole Proprietor, Corporation, Limited Liability Co., etc.) ESPYManagement LLC			<b>2. Business Name (D/B/A)</b> <b>GOLF LEARNING CENTER</b>		
<b>DOB:</b>					
<b>CEO: Patrick Badcock</b>					
<b>DOB:</b>					
<b>OTHER:Susan Badcock</b>			<b>Location (Street Address)</b> <b>147 Bruce Hill Road</b>		
<b>Address</b> <b>P.O. Box 541</b>			<b>City/Town</b> <b>Cumberland</b> <b>State ME</b> <b>Zip Code 04021</b>		
			<b>Mailing Address</b> <b>P.O. Box 541</b>		
<b>City/Town</b> <b>Cumberland</b>		<b>State</b> <b>ME</b>	<b>Zip Code</b> <b>04021</b>	<b>City/Town</b> <b>Cumberland</b> <b>State</b> <b>ME</b> <b>Zip Code</b> <b>04021</b>	
<b>Telephone Number</b> <b>207-321-9894</b>		<b>Fax Number</b>		<b>Business Telephone Number</b> <b>207-829-9116</b> <b>Fax Number</b>	
<b>Federal I.D. # 26-1691838</b>			<b>Seller Certificate # 1150450</b>		

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐

7. If manager is to be employed, give name: N/A

8. If business is NEW or under new ownership, indicate starting date: N/A

Requested inspection date: \_\_\_\_\_ Business hours: \_\_\_\_\_

9. Business records are located at: 147 BRUCE HILL ROAD, CUMBERLAND, ME 04021

10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:  
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Patrick Badcock	-----	Newton Abbot, England
Susan Badcock		Sanford, ME

Residence address on all of the above for previous 5 years (Limit answer to city & state)

Patrick & Susan Badcock same address's in Cumberland, ME since 2009

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☒ NO ☐

Name: Patrick Badcock Date of Conviction: 11/17/2011

Offense: OUI Location: Cumberland, ME

Disposition: 11/17/2011 Cumberland County Court, Portland, ME

14. Will any law enforcement official benefit financially either directly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: \_\_\_\_\_

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

16. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: Elaine Godsoe, 228 Greely Road, Cumberland, ME 04021

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) 900 sqft building (ground floor only) at driving range facility (15 acres), building includes golf shop, restaurant area and outside seating.

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?  
YES ☒ NO ☐ Applied for: \_\_\_\_\_

19. What is the distance from the premises to the **NEAREST** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 2.0 miles Which of the above is nearest? Church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☒ NO ☐

If YES, give details: Mortgage with Machias Savings Bank

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.



**NOTE:** "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: CUMBERLAND, ME  
Town/City, State

on February 2nd, 2016  
Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

PATRICK BADCOCK  
Print Name

Signature of Applicant or Corporate Officer(s)

SUSAN BADCOCK  
Print Name

### NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

**THIS APPROVAL EXPIRES IN 60 DAYS.**

### FEE SCHEDULE

<b>Class I</b>	Spirituos, Vinous and Malt .....	\$ 900.00
	<b>CLASS I:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
<b>Class I-A</b>	Spirituos, Vinous and Malt, Optional Food (Hotels Only) .....	\$1,100.00
	<b>CLASS I-A:</b> Hotels only that do not serve three meals a day.	
<b>Class II</b>	Spirituos Only .....	\$ 550.00
	<b>CLASS II:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
<b>Class III</b>	Vinous Only .....	<b>\$ 220.00</b>
	<b>CLASS III:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
<b>Class IV</b>	Malt Liquor Only .....	<b>\$ 220.00</b>
	<b>CLASS IV:</b> Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
<b>Class V</b>	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) .....	\$ 495.00
	<b>CLASS V:</b> Clubs without catering privileges.	
<b>Class X</b>	Spirituos, Vinous and Malt – Class A Lounge .....	\$2,200.00
	<b>CLASS X:</b> Class A Lounge	
<b>Class XI</b>	Spirituos, Vinous and Malt – Restaurant Lounge .....	\$1,500.00
	<b>CLASS XI:</b> Restaurant/Lounge; and OTB.	

**FILING FEE..... \$ 10.00**

**TOTAL = \$450**

# ITEM

## 16-033

To hear a report from the Nominating Committee and to appoint  
members to vacant Board/Committee seats



# ITEM 16-034

To hear a presentation from the Town Manager re: FY2017 Budget

# ITEM

# 16-035

To set a Public Hearing date of March 28<sup>th</sup> to consider and act on  
adoption of the FY'17 Municipal Budget

# NEW BUSINESS

*Shirley Storey King  
George Turner  
Mike Edes*

**Meeting Notes  
Tuesday, March 1, 2016,  
4:30 PM  
West Conference Room**

**Meeting Notes**

**I. LED Sign Request- Congregational Church:**

- The Ordinance Committee voted 2-1 to reject the LED sign in the Town Center District along Main Street.

**Action Item:**

- A formal response will be sent to the Cumberland Congregation Church to determine if they decide to move forward to place the request for a Public Hearing with the full Town Council.

**II. Road Standards**

- Mr. Shane outlined the proposed road design changes that would apply to both subdivision roads and private ways and asked if there were any changes or questions from the Ordinance Committee members as a result of the joint Planning Board and Council workshop held on 2/16/16. After discussion, the Ordinance Committee agreed with making several changes to the draft ordinance and forwarding it to the Town Council who will then refer it to the Planning Board for a public hearing and recommendation to the Town Council on adoption.

**Action Item:**

- Presentation to the Town Council on March 28<sup>th</sup> Agenda. Council to refer draft to the Planning Board for public hearing and recommendation at the April 26<sup>th</sup> Planning Board meeting. (Note: Planning Board meeting will be held one week later in April, on April 26<sup>th</sup> instead of the 19<sup>th</sup>).

**III. Other Business**

- Twin Brook dog rules discussed- no changes to present rules discussed at this time.
- Changes to Village Green CZA- meeting with neighbors and Council members to be held prior to April Planning Board meeting.
- Re-organizing of some of the existing AD Hoc committees into one Parks & Recreation Committee was supported and changes will be discussed with current committees between now and the end of the year once a structure and time table is developed. Staff will work on a structure to present this summer to the Ordinance Committee.

**IV. Future Meetings: TBD**

**VI. Adjourned – Meeting was adjourned at 6 PM**





# TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland, Maine 04021

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

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March 2, 2016

Mr. Paul Auclair  
282 Main Street  
Cumberland, Maine 04021

Re: LED Sign

Dear Paul:

The ordinance committee met to discuss your request for an LED sign for the Congregational Church. They voted 2-1 against your request to allow LED signs in the Town Center district along Main Street.

I believe this was the right decision as the Main Street Town Center District was intended to allow for more compatibility with existing homes and the number of signs which may have been installed would have detracted from the intent of the area, which was to "...allow for a mix of residential and low-intensity commercial uses that will enhance livability and sustainability of the community."

You have the right to request that the full Town Council place this item on the agenda for a Public Hearing and ask the full Town Council vote on your request. I do not believe the outcome would be much different and it may cause unnecessary anxiety and concerns from your neighbors along Main Street.

I will wait to hear from you regarding your decision to move forward with a request for a Public Hearing with the fall Town Council.

The Town certainly appreciates the effort and research you provided related to your request.

Sincerely,

William Shane, P.E.  
Town Manager

Cc: Senior Minister Diane E. Bennekamper  
Ordinance Committee



# Congregational Church in Cumberland

... at the Center of Cumberland ...

282 Main Street  
P.O. Box 247  
Cumberland Center, Maine 04021

Telephone (207) 829-3419  
Fax (207) 829-6374  
Email: [office@cumberlanducc.org](mailto:office@cumberlanducc.org)  
Website: [www.cumberlanducc.org](http://www.cumberlanducc.org)

Mr. William Shane  
Town Manager  
Cumberland Town Office  
290 Tuttle Road  
Cumberland, ME 04021

February 17, 2016

Dear Mr. Shane:

The *Congregational Church in Cumberland* will soon replace its roadside sign and we would strongly prefer to use a LED sign rather than a sign with flood-light illumination. Having the ability to electronically change messages would greatly enhance our outreach to the community which often may otherwise be unaware of an event. It would also be invaluable for the timely notification of activities of numerous organizations, and enhance participation, strengthening the future of the community. Examples of events that occurred, and organizations that used the church building in 2015 follow:

- Scouts, including the Girl Scouts Chorus (over 40 events in 2015)
- Habitat Walk organizational meetings and event day
- Quilting group (more than 12 meetings in 2015)
- Lions supper meetings including Lions scholarship fundraiser dinner (6 events in 2015)
- Summerfest
- Green Team public pot luck and community films
- Greely Student Fund raiser
- Greely High School Spring Choral concert
- Greely High School Senior Class graduation breakfast
- Greely High School Hunger banquet
- Cumberland Wood Bank and related community banquet, and Chain Saw Safety program
- Greater Freeport Community Chorus Holiday performances
- Community Tree lighting
- Christmas luncheon
- Fire Department Recognition

Additionally, in the future we believe it would be valuable for the Cumberland community if we had the means to communicate information and needs for these and other activities:

- Blood drives,
- Cumberland Food Pantry
- Aging in Place activities including Cumberland Rides
- Other Town of Cumberland messages including emergencies

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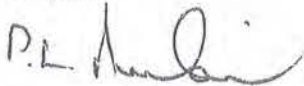
Senior Minister Diane E. Bennekamper  
[bennekamper\\_diane@comcast.net](mailto:bennekamper_diane@comcast.net)

We are very sensitive to maintaining the character of our community and are aware of Town Ordinance 315-21 F2 regarding the Town Center District that states, in part, "There shall be no internally illuminated signs" (technically LED signs have external diodes so are not internally illuminated as are older designs having bulbs surrounded by a decorated enclosure). We request this aspect of the ordinance be waived or modified to allow a LED sign but having the following mandatory requirements:

1. The sign could only have white alphanumeric characters with conventional fonts on a black background with no other colors or graphics allowed and would be 12-pitch to simulate a painted sign.
2. The time interval between different messages would be limited to a minimum of 20 minutes or, at the town's discretion, longer (Maine law, Title 23 MRSA .1914.11-A states no more than once every 20 minutes but is subject to municipal ordinance).
3. When the message is changed, as per Maine law, Title 23 MRSA .1914.11-A "no phasing, rolling, scrolling, flashing or blending" would be allowed.
4. When the message itself is changed it would occur as fast as technologically possible.
5. The brightness would be limited to ##nit\* (a nit is one candela per square meter) at the town's discretion. The controlling software that we would use (Watchfire Ignite) was designed to meet municipal codes by mandating less dynamic displays and brightness.
6. The sign would be off (completely black) after 9 pm (except Christmas Eve) or for unforeseen circumstances at the town's discretion (emergencies, closures, amber alerts).
7. The sign would be 24" high and 60" wide held between two posts (drawings would be provided once available to us).
8. We could provide a demonstration of all of the above features to you or your representatives (it would be a truck-mounted demonstration unit).

We thank you for your consideration of this matter and look forward to the opportunity of demonstrating and discussing a sign with you having the capacities and restrictions listed above.

Best regards,



Paul Auclair  
Church Member, Sign Committee contact  
[auclair@maine.rr.com](mailto:auclair@maine.rr.com)  
(207) 653-3571

cc: Senior Minister Diane E. Bennekamper

\* To be determined by demonstration - obviously this is overly technical but is included here for completeness sake. "In lighting, the nit is a unit of visible-light intensity, commonly used to specify the brightness of a cathode ray tube or liquid crystal display computer display. One nit is equivalent to one candela per square meter. The candela, formerly called candlepower, is approximately the amount of light emitted by a common tallow candle; technically it is the quantity of radiation emitted by 1.667 x 10<sup>-6</sup> square meter of a blackbody at the melting point of platinum. The candela is equal to one lumen per steradian (unit solid angle). (A blackbody is an object that radiates energy with 100 percent efficiency at all electromagnetic wavelengths. It also absorbs all electromagnetic energy that strikes it, hence the expression "black." It is a theoretical ideal of interest in physics and engineering.)"









# TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland Center, Maine 04021-9321

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

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TO: William Shane, Town Manager  
FROM: Tammy O'Donnell, Town Clerk  
DATE: February 24, 2016  
SUBJECT: 2016 Nomination Papers

I would like to inform you of the availability of Municipal Office Nomination Papers for the June 14<sup>th</sup> Municipal, MSAD #51 Budget Validation Referendum and State Primary Election. The Nomination Papers will be available beginning Monday, March 21, 2016. They must be returned by close of business on Thursday, April 28, 2016.

There will be two At-Large Town Council seats (3 year terms) available, and three MSAD #51 Board of Director Seats available (3 year terms).

I expect this to be a very busy election and look forward to the coming months.

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# BUDGET REPORT

# REVENUES



Financials, Revenue & Citizen Services and Human Capital Management



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## TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 09 OF 2016

ACCOUNTS FOR:	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
001 General Fund					
<hr/>					
0011 Tax Revenues					
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0011 0303 Motor Vehicle Excise Tax	-1,050,573.31	-1,151,121.78	-1,217,812.93	-1,236,333.05	-1,480,000.00
0011 0304 Boat Excise Tax	-3,752.50	-3,403.20	-2,827.00	-3,374.80	-10,000.00
0011 0328 Outer Islands Property Tax	-20,232.32	-20,783.21	-20,933.44	-19,944.63	-40,000.00
0011 0329 Payment in Lieu of Taxes	.00	-19,556.00	-14,328.00	-17,304.00	-23,793.00
TOTAL Tax Revenues	-1,074,558.13	-1,194,864.19	-1,255,901.37	-1,276,956.48	-1,553,793.00
0012 License & Permit Revenues					
<hr/>					
0012 0311 Hunting & Fishing License	-304.83	-383.41	-406.75	-295.50	-600.00
0012 0312 Marriage Lic & Vital Records	-1,637.80	-1,493.60	-2,063.20	-1,662.40	-1,900.00
0012 0313 Birth Certificates	-963.60	-1,294.40	-1,135.60	-810.80	-365.00
0012 0314 Death Certificates	-1,541.80	-553.00	-1,455.60	-958.00	-1,000.00
0012 0315 Clerk Licenses	-2,011.00	-3,440.00	-2,120.00	-2,555.00	-4,500.00
0012 0316 Shellfish Licenses	-2,252.80	-1,552.33	-1,321.14	-436.82	-3,000.00
0012 0317 Conservation Fees	-547.20	-403.67	-273.86	-78.18	-500.00
0012 0334 Snowmobile Reg	-444.54	-201.00	-217.00	-183.00	-200.00
0012 0361 Auto Reg. Fees	-13,713.00	-14,409.00	-14,399.00	-13,785.00	-21,000.00
0012 0362 Boat Reg. Fees	-188.00	-573.20	-660.40	-183.00	-500.00
0012 0366 Building Permits	-69,605.23	-50,575.89	-55,284.05	-55,378.72	-70,000.00
0012 0367 Electrical Permits	-17,333.08	-13,432.20	-14,054.45	-13,322.25	-18,000.00
0012 0368 Plumbing Permits	-13,323.00	-14,642.80	-15,976.75	-9,272.98	-18,000.00
0012 0369 Other Permits	-700.00	-1,275.00	-1,050.00	-650.00	-2,500.00
0012 0383 Agent Fees-Moses	-13.92	-13.84	-10.00	-8.00	.00
0012 0398 Application Fee	-1,300.00	-1,033.33	-1,000.00	-655.56	-1,000.00
0012 0401 Dog Licenses	-1,922.00	-2,953.00	-2,252.00	-1,861.00	-3,000.00
0012 0404 Commercial Haulers License	-200.00	.00	.00	-200.00	-600.00
TOTAL License & Permit Revenue	-128,001.80	-108,229.67	-113,679.80	-102,296.21	-146,665.00
0013 Intergovernmental Revenues					
<hr/>					
0013 0327 Homestead State Reimb	-171,007.14	-128,546.00	-104,217.00	-151,205.00	.00
0013 0331 State Revenue Sharing	-428,009.54	-297,534.22	-295,379.46	-293,634.34	-385,710.00
0013 0332 Park Fee Sharing	.00	.00	.00	-8,133.33	-7,080.00
0013 0335 DOT Block Grant	-61,254.00	-68,440.00	-62,592.00	-63,232.00	-62,592.00



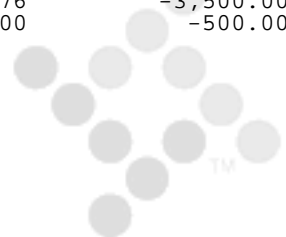
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TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 09 OF 2016

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0013 0337 State Grant revenue	.00	.00	-4,508.74	.00	.00
0013 0341 North Yarmouth Recreation Shar	-37,764.75	-12,747.00	-26,928.00	-3,644.00	-7,355.00
0013 0342 North Yarmouth Library Share	-98,457.00	-99,713.00	-106,035.00	-72,976.00	-145,952.00
0013 0347 North Yarmouth Channel 2	.00	-1,820.00	-1,909.00	-1,274.00	-2,674.00
0013 0348 ACO Sharing Payments	-3,122.22	-2,475.00	-6,322.00	-6,322.00	.00
0013 0397 Windham-Fire & Rescue	.00	.00	.00	.00	-3,900.00
0013 0509 Regional Assessing	-43,866.00	.00	.00	.00	.00
0013 0545 North Yarm Sidewalk Plowing	-2,600.00	-2,200.00	.00	.00	.00
TOTAL Intergovernmental Revenue	-846,080.65	-613,475.22	-607,891.20	-600,420.67	-615,263.00
0015 Other Revenues					
0015 0305 Interest & Penalties	-35,749.10	-30,049.88	-23,324.15	-20,074.51	-40,000.00
0015 0306 Over/Short	48.82	278.44	2,431.85	-111.64	-100.00
0015 0364 Growth Permits	-2,400.00	-3,300.00	-3,100.00	-3,500.00	-2,000.00
0015 0365 Board of Appeals	-100.00	-100.00	.00	-500.00	-100.00
0015 0379 Investment Earnings	-1,346.25	-163.72	-206.14	783.86	.00
0015 0381 Building Rentals	.00	.00	.00	.00	-500.00
0015 0382 Sale of Assets	-15,224.00	-17,393.56	-7,700.00	-7,599.00	-25,000.00
0015 0390 Misc. Revenue	-3,634.45	-35,533.80	-40,822.82	-35,032.99	-38,000.00
0015 0399 Staff Review Fee	-10,400.00	-2,216.67	-8,709.00	-2,069.44	-10,000.00
0015 0402 Cable TV Revenue	-116,739.20	-112,749.93	-114,620.19	.00	-107,000.00
0015 0403 Mooring Fees	-160.00	-160.00	-165.00	-485.00	-1,000.00
0015 0410 Private Ways	-200.00	-600.00	-600.00	-1,000.00	-400.00
0015 0432 Workers Compensation Dividend	-7,300.34	-15,122.30	-26,586.80	-10,803.37	.00
0015 0508 Impact Fees	-38,735.20	-62,967.95	-58,770.85	-91,270.30	-50,000.00
0015 0513 Assessing Records	.00	.00	-30.00	.00	-100.00
TOTAL Other Revenues	-231,939.72	-280,079.37	-282,203.10	-171,662.39	-274,200.00
0021 Police Related Revenues					
0021 0351 Police Issued Permits	-4,077.00	-898.28	-688.00	-345.00	-3,500.00
0021 0353 Police Insurance Reports	-344.00	-392.00	-410.00	-391.00	-500.00
0021 0427 Parking Tickets	-347.20	-10.00	.00	.00	-200.00
0021 0431 Outside Detail	-22,774.02	-26,000.26	-16,868.29	-25,017.14	-35,000.00
0021 0536 Animal Control Officer Revenue	-1,693.60	-1,966.00	-1,767.00	-1,597.00	-2,500.00
0021 0546 Court Reimbursements	-1,491.04	-1,531.58	-969.80	-989.76	-3,500.00
0021 0547 Miscellaneous Police Revenue	-23,638.14	-3,767.44	-854.40	-533.00	-500.00





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TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 09 OF 2016

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0021 0620 Federal Grant revenue	.00	-25,000.00	-20,206.00	-25,000.00	-25,000.00
TOTAL Police Related Revenues	-54,365.00	-59,565.56	-41,763.49	-53,872.90	-70,700.00
0022 Fire Related Revenues					
0022 0390 Misc. Revenue	-10,518.50	-7,835.00	-780.00	-5.00	-15,000.00
0022 0431 Outside Details	-15,866.00	-19,234.00	-19,019.57	-17,921.35	-15,000.00
0022 0504 Rescue Billing	-72,753.98	-38,728.95	-85,635.20	-98,996.59	-155,000.00
0022 0505 Non Emergency Transports	.00	-11,315.45	-41,577.71	-50,886.72	-31,200.00
0022 0507 Paramedic Intercepts	-1,500.00	-1,800.00	-300.00	-600.00	-2,000.00
TOTAL Fire Related Revenues	-100,638.48	-78,913.40	-147,312.48	-168,409.66	-218,200.00
0031 Public Works Related Revenues					
0031 0355 Recycling Income	.00	-20.00	.00	.00	.00
0031 0390 Misc. Revenue	-764.00	-312.00	-31,921.00	-312.00	-500.00
0031 0517 Bags/Universal Waste	-165,106.00	-172,659.00	-160,241.00	-144,190.00	-260,000.00
0031 0539 Brush Passes	-3,013.00	-1,588.00	-2,072.00	-1,892.00	-7,500.00
TOTAL Public Works Related Rev	-168,883.00	-174,579.00	-194,234.00	-146,394.00	-268,000.00
0037 ValHalla Revenues					
0037 0306 Over/Short	.00	.00	.00	-9.68	.00
0037 0329 Payment in Lieu of Taxes	.00	.00	.00	-2,000.00	-8,000.00
0037 0357 Golf Memberships	.00	.00	.00	-111,309.35	-239,283.00
0037 0358 Greens Fees	.00	.00	.00	-81,238.95	-127,148.00
0037 0359 Golf Cart Rentals	.00	.00	.00	-47,776.08	-89,232.00
0037 0378 Soda Sales	.00	.00	.00	-1,705.87	-3,325.00
0037 0416 Practice Range	.00	.00	.00	-7,009.00	-9,465.00
0037 0417 Program Revenues	.00	.00	.00	-12,954.00	-60,132.00
0037 0419 Advertising Sales	.00	.00	.00	-4,200.00	-24,000.00
0037 0522 Outing Golf	.00	.00	.00	-70,602.08	-72,315.00
0037 0560 Rental Income	.00	.00	.00	-10,863.18	-21,600.00
0037 0565 Cell Tower Land Lease	.00	.00	.00	-1,800.00	-20,000.00
TOTAL ValHalla Revenues	.00	.00	.00	-351,468.19	-674,500.00

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TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 09 OF 2016

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
<hr/>					
0041 Recreation Related Revenues					
0041 0370 Recreation Programs	-6,718.00	-20,103.80	-6,986.66	-7,163.00	-32,408.00
0041 0371 Fall Recreation Revenue	-43,884.60	-42,767.48	-33,432.50	-44,877.45	-36,228.00
0041 0372 Winter Recreation Revenue	-87,939.06	-97,208.25	-104,720.26	-95,676.00	-124,846.00
0041 0373 Spring Recreation Revenue	-972.10	-18,111.13	-9,148.00	-10,987.00	-41,239.00
0041 0374 Summer Recreation Revenue	-34,756.46	-37,628.79	-36,024.92	-21,743.50	-223,017.00
0041 0385 After School Programs	-90,547.45	-112,760.20	-137,338.90	-133,043.13	-173,302.00
0041 0386 Special Events/Trips Revenues	.00	.00	.00	-220.00	.00
0041 0387 Adult Enrichment Revenue	.00	.00	.00	-28,070.10	-32,377.00
0041 0388 Adult Fitness Revenue	.00	.00	.00	-39,122.06	-41,840.00
0041 0570 Rec Soccer Revenue	-1,755.00	-10,320.00	-7,456.00	-6,815.00	-10,211.00
0041 0571 Rec Ultimate Frisbee Revenue	.00	.00	.00	-490.00	.00
0041 0606 CPR/First Aid Revenues	.00	.00	-150.00	1,451.20	.00
TOTAL Recreation Related Reven	-266,572.67	-338,899.65	-335,257.24	-386,756.04	-715,468.00
0043 Park Revenues					
0043 0391 Field Usage Fees	-10,223.77	-13,397.04	-8,372.08	-10,207.56	-15,000.00
0043 0431 Outside Details	.00	.00	.00	-1,909.49	.00
0043 0617 Twin Brooks Donations	.00	.00	-152.00	-47.00	.00
TOTAL Park Revenues	-10,223.77	-13,397.04	-8,524.08	-12,164.05	-15,000.00
0045 Library Related Revenues					
0045 0379 Library Interest Income	-209.84	-159.60	-60.48	-227.17	-200.00
0045 0392 Library Fines	-3,456.29	-3,158.85	-4,506.42	-3,184.46	-3,500.00
0045 0394 Misc. Library Revenue	-1,407.60	-855.50	-1,168.50	-847.45	.00
TOTAL Library Related Revenues	-5,073.73	-4,173.95	-5,735.40	-4,259.08	-3,700.00
TOTAL General Fund	-2,886,336.95	-2,866,177.05	-2,992,502.16	-3,274,659.67	-4,555,489.00
TOTAL REVENUES	-2,886,336.95	-2,866,177.05	-2,992,502.16	-3,274,659.67	-4,555,489.00
GRAND TOTAL	-2,886,336.95	-2,866,177.05	-2,992,502.16	-3,274,659.67	-4,555,489.00



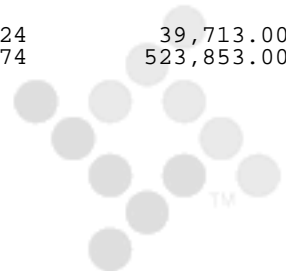
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TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 09 OF 2016

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
<hr/>					
10 General Government					
<hr/>					
130 Administration	401,059.82	388,282.30	422,225.33	418,130.89	548,827.00
140 Assessor	117,139.45	80,587.49	67,077.85	64,468.10	79,486.00
150 Town Clerk	130,686.96	131,164.09	150,079.03	156,233.27	221,002.00
160 Technology	141,233.30	149,080.60	134,144.16	125,692.21	166,546.00
165 Elections	4,108.87	2,725.55	10,149.48	2,852.99	11,953.00
170 Planning	45,377.01	42,597.17	45,112.85	49,073.09	63,775.00
190 Legal	20,779.78	16,823.33	44,260.92	30,317.60	42,500.00
999 Finance/GAAP entries	.00	.00	.00	-69.04	.00
TOTAL General Government	860,385.19	811,260.53	873,049.62	846,699.11	1,134,089.00
20 Public Safety					
<hr/>					
210 Police	833,522.77	839,372.92	917,913.32	976,234.06	1,257,423.00
220 Fire	559,495.35	571,876.10	664,037.39	631,332.37	885,161.00
240 Code Enforcement	49,502.60	50,077.93	71,238.86	76,462.73	94,049.00
260 Animal Control	30,809.87	27,379.28	21,812.67	24,055.90	27,661.00
TOTAL Public Safety	1,473,330.59	1,488,706.23	1,675,002.24	1,708,085.06	2,264,294.00
30 Public Services					
<hr/>					
310 Public Works	800,890.75	780,104.93	818,766.65	698,087.13	968,453.00
320 Waste Disposal	449,001.94	366,718.25	329,208.47	330,543.48	520,525.00
430 Parks	105,400.28	125,966.96	168,726.63	167,063.04	221,520.00
440 West Cumberland Rec	5,182.23	4,764.67	4,070.10	2,093.21	7,775.00
470 Historical Society Building	.00	.00	.00	1,418.14	2,102.00
TOTAL Public Services	1,360,475.20	1,277,554.81	1,320,771.85	1,199,205.00	1,720,375.00
37 Val Halla Golf Club					
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350 Valhalla-Club	.00	.00	.00	23,697.24	39,713.00
360 Valhalla-Course	.00	.00	.00	376,708.74	523,853.00



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TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 09 OF 2016

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
370 Valhalla-Pro Shop	.00	.00	.00	166,084.25	195,668.00
TOTAL Val Halla Golf Club	.00	.00	.00	566,490.23	759,234.00
40 Recreation					
410 Recreation	490,962.07	498,369.09	575,939.30	578,761.83	783,686.00
TOTAL Recreation	490,962.07	498,369.09	575,939.30	578,761.83	783,686.00
45 Library					
450 Library	286,352.14	296,217.05	295,557.56	282,297.96	411,267.00
TOTAL Library	286,352.14	296,217.05	295,557.56	282,297.96	411,267.00
50 Health & Welfare					
580 General Assistance	21,711.33	30,982.14	25,130.41	20,505.34	35,000.00
590 Health Services	7,981.00	7,981.00	9,481.00	12,331.95	13,375.00
TOTAL Health & Welfare	29,692.33	38,963.14	34,611.41	32,837.29	48,375.00
90 Other					
620 Cemetery Association	24,240.00	25,700.00	22,500.00	35,700.00	26,700.00
630 Conservation Commission	255.00	3,410.00	2,902.51	6,046.68	6,000.00
800 Fire Hydrants	42,642.46	43,254.07	40,782.82	41,343.32	65,000.00
810 Street Lighting	29,212.69	25,140.56	28,455.46	29,337.78	37,000.00
830 Contingent	41,435.82	11,275.08	.00	2,958.70	25,000.00
840 Municipal Building	117,787.11	136,743.61	124,534.56	50,525.31	80,629.00
850 Abatements	19,399.95	20,527.70	72,683.24	56,745.28	20,000.00
TOTAL Other	274,973.03	266,051.02	291,858.59	222,657.07	260,329.00
98 Fixed Expenses					





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**TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT**

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**FOR PERIOD 09 OF 2016**

<b>ACCOUNTS FOR:</b>	<b>PRIOR YR3</b>	<b>PRIOR YR2</b>	<b>LAST YR</b>	<b>CURRENT YR</b>	<b>CY REV</b>
<b>001      General Fund</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>ACTUALS</b>	<b>BUDGET</b>
650 Debt Service	572,892.69	715,607.82	721,098.74	773,245.01	825,000.00
750 Insurance	290,907.24	275,010.53	172,019.81	182,845.29	219,499.00
860 MSAD #51	9,882,454.95	10,274,418.31	10,734,979.50	11,667,788.19	15,557,051.00
890 County Tax	623,416.00	665,675.00	696,073.00	747,431.00	747,431.00
910 Capital Imp. Plan	896,137.00	1,133,693.00	1,323,868.00	1,181,500.00	1,181,500.00
TOTAL Fixed Expenses	12,265,807.88	13,064,404.66	13,648,039.05	14,552,809.49	18,530,481.00
TOTAL General Fund	17,041,978.43	17,741,526.53	18,714,829.62	19,989,843.04	25,912,130.00
TOTAL EXPENSES	17,041,978.43	17,741,526.53	18,714,829.62	19,989,843.04	25,912,130.00
GRAND TOTAL	17,041,978.43	17,741,526.53	18,714,829.62	19,989,843.04	25,912,130.00

