

AGENDA

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, July 11, 2016

7:00 P.M. Call to Order

I. CALL TO ORDER

II. APPROVAL OF MINUTES

June 20, 2016

III. MANAGER'S REPORT

Updates on:

- Fireworks
- Paving
- Broad Cove Reserve usage
- Senior Property Tax Assistance Program

IV. PUBLIC DISCUSSION

V. LEGISLATION AND POLICY

16 – 091 Swearing in of Councilor Edes.

16 – 092 To hold a Public Hearing to authorize the Town Manager to amend TIF District #1 to allow a Credit Enhancement Agreement for FMC Development, LLC d/b/a the Memory Care Facility.

16 – 093 To hold a Public Hearing to consider and act on a Mass Gathering Permit for the 147th Cumberland Fair to be held from September 25th – October 2nd, 2016 at the Cumberland Fairgrounds.

16 – 094 To set a Public Hearing date of July 25th to consider and act on amendments to Chapter 250 (Subdivision of Land), Article VI (Street Design and Construction Standards) Section 32 (Design and Construction Standards) of the Cumberland Code, as recommended by the Planning Board.

16 – 095 To set a Public Hearing date of July 25th to consider and act on setting the FY2017 tax rate.

16 – 096 To set a Public Hearing date of July 25th to consider and act on a Mass Gathering Permit for the Cumberland Soccer Club “Just for Fun” Labor Day Tournament to be held September 3rd and 4th from 7:00 a.m. to 7:00 p.m. at Twin Brook.

VI. NEW BUSINESS

- July 25th Town Council Meeting to be held at the West Cumberland Recreation Hall.
Open House from 6 – 7 p.m.

VII. ADJOURNMENT

MOTIONS

MOTIONS

16 – 091 No action

16 – 092 Ordered that the Town, acting pursuant to the provisions of Title 30-A, Chapter 206 of the Maine Revised Statutes, hereby adopts the Second Amendment to the Town of Cumberland TIF #1, Municipal Development Tax Increment Financing Development Program (the “Second Amendment”) as presented to this meeting and as has been on file in the Town Clerk’s Office, a copy of which is incorporated herein and made a part of the minutes of this meeting. The Town Manager, acting singly, is hereby authorized and directed, on behalf of the Town of Cumberland to execute and submit to the Commissioner of the Maine Department of Economic and Community Development (“DECD”) such applications and further documentation as may be necessary or appropriate for any necessary final approval of the Second Amendment; and the Town Manager be, and hereby is, authorized and empowered, at his discretion, from time to time, to make such technical revisions to the Second Amendment as he deems reasonably necessary or convenient in order to facilitate the process for review and approval of the Second Amendment by the Commissioner of DECD, so long as such revisions are not inconsistent with the Second Amendment or the basic structure and intent of the District or the Second Amendment.

Ordered further that the Town Manager, acting singly, be and hereby is authorized and directed to enter into the Credit Enhancement Agreement as contemplated by the Second Amendment to the Development Agreement, and in the name of and on behalf of the Town, such agreement to be in such form and to contain such terms and provisions, not inconsistent with the Development Program, as amended by the Second Amendment, as the said Town Manager may approve, the Town Manager’s approval to be conclusively evidenced by his execution thereof.

16 – 093 I move to approve the Mass Gathering Permit for the 147th Cumberland Fair to be held from September 25th – October 2nd, 2016 at the Cumberland Fairgrounds.

16 – 094 I move to set a Public Hearing date of July 25th to consider and act on amendments to Chapter 250 (Subdivision of Land), Article VI (Street Design and Construction Standards) Section 32 (Design and Construction Standards) of the Cumberland Code, as recommended by the Planning Board.

16 – 095 I move to set a Public Hearing date of July 25th to consider and act on setting the FY2017 tax rate.

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MINUTES

06/20/16

MINUTES

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, June 20, 2016

6:00 WORKSHOP re: Eagle Scout project for Greely Woods

6:30 WORKSHOP with Jeff Storey re: Forest Harvesting at Twin Brook

7:00 P.M. CALL TO ORDER

Present: Councilors Bingham, Copp, Gruber, Stiles and Turner

Excused: Councilor's Edes and Storey-King

I. APPROVAL OF MINUTES

Motion by Councilor Gruber, seconded by Councilor Stiles, to accept the June 6, 2016 meeting minutes as presented.

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

II. MANAGER'S REPORT

Town Manager Shane said that because of the lengthy agenda, he would hold his report to New Business.

III. PUBLIC DISCUSSION

None

IV. LEGISLATION AND POLICY

16 – 079 To swear in newly elected Town Councilors.

Town Clerk, Tammy O'Donnell administered the oath of office to Councilor Bingham.

16 – 080 Election of Council Chair and Vice-Chair.

Motion by Councilor Gruber, seconded by Councilor Copp, to nominate Councilor Turner as Town Council Chairman.

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

Newly elected Council Chairman Turner commenced with chairing the meeting.

Motion by Councilor Stiles, seconded by Councilor Bingham, to nominate Councilor Edes as Town Council Vice-Chairman (pending his swearing in at the next meeting).

VOTE: 5-0 UNANIMOUS

16 – 081 To appoint Eliza Porter as Deputy Town Clerk and Communications Director.

Town Clerk, Tammy O'Donnell administered the oath of office to Eliza Porter as Deputy Town Clerk.

Motion by Councilor Gruber, seconded by Councilor Stiles, to appoint Eliza Porter as Deputy Town Clerk and Communications Director.

VOTE: 5-0 UNANIMOUS

16 – 082 To hold a Public Hearing to consider and act on a moratorium on LED lighting.

Town Manager Shane explained that this came about at the request of the Ordinance Committee to allow them time to work on an ordinance for internally illuminated signs. Presently, internally lit signs are not allowed, even though there are a few in Town that were installed prior to our current ordinance.

Chairman Turner opened the Public Hearing.

Public discussion: None

Chairman Turner closed the Public Hearing.

Councilor Stiles made the following motion. Councilor Bingham seconded.

The Town Council of the Town of Cumberland hereby ordains that this Moratorium Ordinance Regarding Internally Illuminated Signs be, and hereby is, enacted as follows:

WHEREAS, the Town of Cumberland has enacted as part of its Zoning Ordinance Section 315-63, which regulates signs within the Town; and

WHEREAS, the stated intent of Section 315-63 is to “provide for attractive, coordinated, informative, and efficient signs with the express purpose of protecting property values, enhancing the physical appearance of the Town and providing for public safety;” and

WHEREAS, the Zoning Ordinance allows illuminated signs subject to certain restrictions but does not specifically regulate internally illuminated signs, **which consist of any sign illuminated directly or indirectly by a light fixture located within the sign structure, including LED electronic message center signs, signs with backlit channel lettering or halo lighting, or any other type of sign with a light source incorporated into the body of the sign and that has light emanating through or from the message of the sign;** and

WHEREAS, advances in technology have allowed the installation and maintenance of internally illuminated signs that may result in extremely bright signs, with or without changeable text; and

WHEREAS, the use of these signs may in some cases be inconsistent with the stated intent of Section 315-63 due to their brightness and other impacts on surrounding properties and public ways; and

WHEREAS, there is a strong likelihood that the Town will continue to be subjected to this type of sign and potential negative impacts resulting from these signs due to the lack of adequate regulations or restrictions on the location and effects of them; and

WHEREAS, amendments to the zoning and other land use ordinances require public hearings by the Planning Board and a vote by the Town Council; and

WHEREAS, in the judgment of the Town, these facts continue to create an emergency within the meaning of 30-A M.R.S.A. § 4356(1)(B) and require enactment of the Moratorium Ordinance as immediately necessary for the preservation of the public health, safety and welfare;

NOW, THEREFORE, the Town of Cumberland hereby ordains that the Moratorium Ordinance be, and hereby is, adopted for 180 days from the date of adoption of this Ordinance, unless earlier repealed by action of the Town Council.

BE IT FURTHER ORDAINED, that the Planning Board, Board of Adjustment and Appeals, all Town agencies and all Town employees shall neither accept nor approve applications, plans, permits, licenses, and/or fees for any new internally illuminated signs governed by this Moratorium Ordinance for said period of time;

BE IT FURTHER ORDAINED, that those provisions of the Town's Zoning Ordinance and any other regulations that are inconsistent or conflicting with the provisions of this Moratorium Ordinance, are hereby repealed to the extent that they are applicable for the duration of the Moratorium Ordinance hereby ordained, but not otherwise; and

BE IT FURTHER ORDAINED that to the extent any provision of this Moratorium Ordinance is deemed invalid by a court of competent jurisdiction, the balance of the Moratorium Ordinance shall remain valid.

VOTE: 5-0 UNANIMOUS

16 – 083 FY'17 Town Council Committee Assignments.

Motion by Councilor Bingham, seconded by Councilor Gruber, to approve the FY'17 Town Council Committee Assignments as presented.

VOTE: 5-0 UNANIMOUS

16 – 084 To consider and act on Commercial Hauler's license renewals for FY'17.

Town Manager Shane explained that this is an annual renewal and staff is recommending approval.

Motion by Councilor Stiles, seconded by Councilor Bingham, to approve the Commercial Hauler's license renewals for FY'17.

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

16 – 085 To hear a report from the Finance Committee Chair and to authorize the Town Manager to transfer inter-departmental operating funds for FY'16.

Councilor Stiles explained that the Finance committee has reviewed the end of year financials and is recommending the following transfer of funds and the closing of the FY2016 budget:

\$10,000 to the 100 year celebration, \$45,000 to Aging in Place, \$7,000 to the Archeological Dig at Broad Cove Reserve, \$50,000 to Broad Cove Legal, \$100,000 to Broad Cove Pier, \$20,000 to Brown Tail Moth spraying, \$8,000 to Cemetery Signs, \$50,000 to Senior Property Tax Relief, \$50,000 to West Cumberland Hall Remodel, \$130,000 to FY'17 Budget for Roads, \$75,000 to FY'17 Budget for Debt Service Reserve, and any additional revenues will be added to Fund Balance (approximately \$150,000).

Brad Hilton of Blanchard Road said congratulations for having the revenues greater than the expenses for FY'16. He added that if the revenues and expenses had come out equal and there were no excess revenues, the budget would remain as the Council had passed it. It sounds like now there is a significant amount of money "to play with", but it does not sound like any of it will be used to reduce the mil rate. Why doesn't the Council take that money and put it toward reducing the mil rate and lowering property taxes for the residents?

Councilor Stiles responded that the items that he listed would be expenses that would add to the mil rate if they didn't set aside the money now.

Mr. Hilton said that this happens year after year. He feels that the Council should take 50% of any left over revenues and put it toward reducing the mil rate.

Motion by Councilor Bingham, seconded by Councilor Stiles, to authorize the Town Manager to use excess and end of year operating revenues and interdepartmental operating balances to close-out all departmental budgets for FY2016 as recommended by the Finance Committee.

VOTE: 5-0 UNANIMOUS

Motion by Councilor Bingham, seconded by Councilor Stiles, to authorize the Town Manger to transfer end of year fund balance to the following accounts, as recommended by the Finance Committee:

- \$ 10,000 to 100 year celebration
- \$ 45,000 to Aging in Place
- \$ 7,000 to Archeological Dig at Broad Cove Reserve
- \$ 50,000 to Broad Cove Legal
- \$100,000 to Broad Cove Pier
- \$ 20,000 to Brown Tail Moth
- \$ 8,000 to Cemetery Signs
- \$ 50,000 to Senior Property Tax Relief
- \$ 50,000 to West Cumberland Hall Remodel
- \$130,000 to FY'17 Budget – Roads
- \$ 75,000 to FY'17 Budget – Debt Service Reserve

Any additional revenues will be added to Fund Balance (Est. \$150,000)

VOTE: 5-0 UNANIMOUS

Motion by Councilor Bingham, seconded by Councilor Copp, to authorize the Town Manager to transfer between Town Reserve Accounts the following amounts, as recommended by the Finance Committee: Close out the Affordable Housing Fund and Transfer balances and future revenues to the Land Acquisition Fund.

VOTE: 5-0 UNANIMOUS

16 – 086 To set a Public Hearing date of July 11th to authorize the Town Manager to amend TIF District #1 to allow a Credit Enhancement Agreement for the Memory Care Facility.

Motion by Councilor Bingham, seconded by Councilor Stiles, to set a Public Hearing date of July 11th to authorize the Town Manager to amend TIF District #1 to allow a Credit Enhancement Agreement for the Memory Care Facility.

VOTE: 5-0 UNANIMOUS

16 – 087 To consider and act on authorizing the Town Manager to enter into an agreement for forest harvesting on the Twin Brook property.

Chairman Turner explained that the Council met in workshop earlier on this item and he would allow some public comment.

Town Manager Shane explained that Jeff Storey, the operator of Spring Brook Farm approached him in regard to a forest management plan that would allow harvesting activities to occur at Twin Brook. He brought the Council a plan to cut small portions of the forest at Twin Brook, cleaning up as they go, and giving the Town some flexibility to close sections for harvesting during the winter months. The Twin Brook Advisory Committee has seen the plan and there are some members of the committee present this evening. Twin Brook is an active recreation area and Jeff has proposed a good plan that will work well for the Town.

Jeff Storey said that he is not a professional logger, but he is a professional farmer. He is very confident that he can do this harvest very gently. It's all about the community for him and the ability to have some winter work for his farm (which abuts Twin Brook).

Councilor Copp said that he has confidence in Jeff that he will do a good job.

Councilor Bingham said that a professional forester had developed a plan. It's not simply a case of Jeff going in and knocking down trees. This is another example of the Town trying to keep our local agriculture people sustained, which is in line with the Comprehensive Plan.

John Leavitt, a resident and member of the Twin Brook Advisory Committee said that he has had the opportunity to voice concerns to the Town Manager and Mr. Storey. He advised Mr. Storey to contact Paul Larrivee as the Town had entered into an arrangement with Sappi Fine Paper to oversee the harvest in Twin Brook. He finds it odd that he stood before the Council in August of 2014 with a forest management plan prepared for us by Mr. Larrivee. What has changes since then? He thought that arrangement was still in effect. What happened? The Twin Brook Committee has not seen the current plan. The preparation of the Sappi plan cost the Town nothing. Mr. Storey's plan could potentially cost the Town 3-5 thousand dollars. His other concern is Mr. Storey's lack of experience. Does he have any training? Does he have insurance for logging? Expertise on construction equipment does not equate to good, efficient, successful logging. Because of all these issues, Mr. Leavitt said that he opposes this plan and we should uphold the plan with Mr. Larrivee and Sappi.

Chairman Turner pointed out that any recommendation to the Town Council from any committee are just that, a recommendation. The Council is not bound by those recommendations and opinions can change over time. He feels that there is value to having a local person with "skin in the game" do any work in Town.

Jeff Storey responded that the Town has only invested \$1,400 for half the cost of the management plan. He has 2, one million dollar insurance policies on any work that he does.

Motion by Councilor Gruber, seconded by Councilor Bingham, to authorize the Town Manager to enter into an agreement for forest harvesting on the Twin Brook property.

VOTE: 5-0 UNANIMOUS

16 – 088 To consider and act on authorizing the Town Manager to work with the Cumberland/North Yarmouth Joint Standing Committee to replace existing bridges at Knight's Pond Preserve, and to set a Public Hearing date of July 25th to authorize the permit for construction as recommended by the Coastal Waters Commission (as required by ordinance). TABLE

Motion by Councilor Bingham, seconded by Councilor Stiles, to table.

VOTE: 5-0 UNANIMOUS

16 – 089 To consider and act on amending the facility uses at Broad Cove Reserve to include a drop off area, as recommended by the Ocean Access Committee.

Joshua Ottow of the Ocean Access Committee presented the following in regard to the drop off area. The Committee voted (5-4) to allow access beyond the gate for dropping off. Those who voted in favor felt that not allowing drop off was shutting the door to significant groups within our Town from accessing the ocean portion of Broad Cove Reserve.



BROAD COVE RESERVE -- Drop-Off Area Rules

1. The drop-off area consists of the loop of narrow gravel road at the bottom of the hill next to the bath house. The two handicap spots are not part of the drop-off area.
2. The drop-off area is only accessible from Memorial Day to Labor Day and only during the hours that an attendant is on site.
3. No more than three vehicles may be in the drop-off area at any time.
4. The speed limit in the drop-off area and on the roadway to it below the gate is 5 mph.
5. Cars must come to a complete stop and must turn their engine off while unloading. No engine idling.

BROAD COVE RESERVE -- Drop-Off Area Rules

6. The only vehicles that are permitted into the drop-off area are passenger cars and light trucks/vans. Buses, coaches, trailers, and heavy trucks are prohibited.
7. The drop-off area is for a very brief drop off or pick-up of passengers and gear only. Any vehicles stopped in the drop off area must be attended at all times. "Attended" is defined as someone at the vehicle's side who can move it. Blinking hazard lights does not constitute "attended."
8. Patrons may temporarily leave gear next to the drop off area, but only while they are parking and/or retrieving their vehicle from the upper parking area.
9. Exiting vehicles have the right-of-way. Before any vehicle enters the drop-off area, it must ensure that exiting vehicles have cleared the exit road.
10. If any vehicle is left unattended, the attendant will notify the Cumberland Police for citation and/or towing.

BROAD COVE RESERVE -- Drop-Off Area Rules



New Channel Markers at Broad Cove



Motion by Councilor Bingham, seconded by Councilor Gruber, to amend the facility uses at Broad Cove Reserve to include a drop off area, as recommended by the Ocean Access Committee.

VOTE: 5-0 UNANIMOUS

16 – 090 To hold a Public Hearing to consider and act on annual temporary Victualer's Licenses for Non-Profit Organizations for the period of July 1st, 2016 – June 30th, 2017.

Chairman Turner opened the Public Hearing.

Public discussion: none

Chairman Turner closed the Public Hearing.

Motion by Councilor Copp, seconded by Councilor Gruber, to approve the annual temporary Victualer's Licenses for Non-Profit Organizations for the period of July 1st, 2016 – June 30th, 2017.

VOTE: 5-0 UNANIMOUS

V. NEW BUSINESS

Councilor Gruber – He thanked Peter Bingham for being the Council Chairman for the past year. He did a great job.

Congratulations to Eliza Porter on being appointed Deputy Town Clerk and Communications Director. She will be a great asset to the Town.

Councilor Bingham – There was an article in the newspaper recently about a Greely High School student who was having a lot of difficulty in school. He got into the Westbrook Regional Vocational School where he got training on heavy equipment and ended up making the honor roll. This story sends a message to young people that college is not the only direction to go in. There is a lot of demand in other areas such as equipment operations, manufacturing, building trade, etc. It was a very good article.

There was also an article regarding how hard it is to find School Superintendents and how a lot of administrator's in Portland have left. Bob Hasson used to "home grow" administrators who have since become superintendents in other districts. The Town Manager is also good at teaching and mentoring Town employees to allow them to grow within the organization.

Chairman Turner – He reported to the Town Manager that some kayaks were chained together with a phone number on them on the beach at Broad Cove Reserve.

He recently had a reaction to the brown tail moths. Anyone who opted out of the spraying program would likely change their mind if they experienced what he did.

Councilor Stiles – he heard a rumor that there were black bear sightings in West Cumberland. Everyone should take notice of this.

He attended a Housing Authority meeting earlier this evening. The housing budget was finalized and there will be a 2% increase in rents.

He continues his efforts to raise money for the 4-H auction that will benefit the food pantry. Councilor Copp continues to donate \$20 at every Council meeting. Thanks you, Ron.

Councilor Copp – Kathy Lynch of West Cumberland passed away over the weekend. Condolences to her family.

Town Manager Shane – There was a workshop earlier this evening with an Eagle Scout, Cameron Plourde who will be doing a project in Greely Woods. He will be building a bridge and marking trails.

VI. ADJOURNMENT

Motion by Councilor Bingham, seconded by Councilor Stiles, to adjourn.

VOTE: 5-0 UNANIMOUS

TIME: 8:40 P.M.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

ITEM 16-091

Swearing in of Councilor Edes

No Materials

ITEM

16-092

To hold a Public Hearing to authorize the Town Manager to amend TIF District #1 to allow a Credit Enhancement Agreement for FMC Development, LLC d/b/a the Memory Care Facility



TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland, Maine 04021

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

June 15, 2016

Re: Memory Care Facility, Route One, Cumberland, Maine

To Whom It May Concern:

The Town of Cumberland has seven Tax Increment Financing (TIF) Districts that have been approved by the Maine Department of Economic and Community Development. Each District is established for a specific time period and for specific purposes. The above-referenced project is proposed to be built on a lot that is included in the Town's TIF District #1. TIF District #1 was originally created in 1996 to allow credit enhancement agreements for two specific development projects proposed by Planet Dog and Norton Insurance. The District did not include language to allow credit enhancement agreements for any other projects. In order to expand the District and to enter into a credit enhancement agreement for the above-referenced project, the Town will need to submit an application for amendment of the District to DECD.

The **Town Council has authorized the credit enhancement agreement for this project**, but will now need to authorize the amendment of TIF District #1 to provide for the same. Provided that the District continues to meet the statutory requirements for TIF Districts and Development Programs and satisfies all of DECD's submission requirements, the application for amendment should be approved. The Town has submitted several applications related to the creation and amendment of its TIF Districts and is very familiar with this process. We do not foresee any issues with respect to the approval of the amendment to TIF District #1, however we cannot guarantee the same as DECD has the ultimate authority to approve the amendment. The application and approval process will likely take several months and the Town Council will start the process with a public hearing and consideration of the amendment at its July 11th meeting.

Please contact me with questions.

Sincerely,

William R. Shane
Town Manager

CREDIT ENHANCEMENT AGREEMENT

THIS CREDIT ENHANCEMENT AGREEMENT dated as of **April 11, 2016**, is by and between the Town of Cumberland, Maine (the "Town"), a municipal body corporate and politic and a political subdivision of the State of Maine, and **FMC Development LLC**, a Maine limited liability company, its successors and assigns to the extent permitted under Article VII hereof (the "Developer").

WITNESSETH THAT

WHEREAS, the Town designated TIF District **#1, Town of Cumberland** Municipal Development and Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Town Council held on **April 11, 2016** (the "Orders") and pursuant to the same Orders adopted a development program and financial plan for the District, and the Town amended the boundaries of the District and such development program and financial plan on January 23, 2012 by adopting the First Amendment to the Development Program (collectively, the "Development Program"); and

WHEREAS, the Maine Department of Economic and Community Development has reviewed and accepted the District and the Development Program by letter dated **March 30, 2006**; and

WHEREAS, the Development Program contemplates the execution and delivery of a credit enhancement agreement between the Town and the Developer, and the Town and the Developer desire and intend that this Credit Enhancement Agreement be and constitute a credit enhancement agreement contemplated by and described in the Development Program; and

WHEREAS, the Town Council of the Town has approved the execution of this Credit Enhancement Agreement, and the Project described herein.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS; INTERPRETATIONS

Section 1.1. Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Agreement" shall mean this Credit Enhancement Agreement between the Town and the Developer.

"Current Assessed Value" shall mean the assessed value of the land and any buildings and improvements located on the Developer's Property, as certified by the municipal assessor as of April 1st of each year of the term of this Agreement. For purposes of this Agreement, the Current Assessed Value shall specifically exclude the assessed value of any personal property now or hereafter located in the District.

"Developer" means **FMC Development LLC** a Maine limited liability company, its successors and assigns.

"Developer's Project Cost Account" means the Developer's Project Cost Sub-Account established and maintained pursuant to Article II hereof and the Development Program that is applicable to the Developer's Property and this Credit Enhancement Agreement.

"Developer's Property" means the real estate owned by Developer or to be acquired by Developer from Guidi Flash Holdings LLC shown as Lot 1 Tax Map R 02D including any improvements (as set forth in the "Project" definition below) to be constructed on Developer's Property.

"Development Program" means the development program for the District as adopted by the Cumberland Town Council at a meeting held on April 11, 2016.

"Development Program Fund" means the development program fund described in the Financial Plan section of the Development Program.

"District" means TIF District #1, the Town of Cumberland Municipal Development and Tax Increment Financing District designated by the Town pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, by vote of the Cumberland Town Council at a meeting held on April 11, 2005.

"Financial Plan" means the financial plan described in the "Financial Plan" Section of the Development Program.

"Fiscal Year" means July 1 to June 30 of each year or such other fiscal year as the Town may from time to time establish; for purposes of this Agreement, the first Fiscal Year or Fiscal Year 1 means the Fiscal Year commencing July 1, 2016 and ending June 30, 2017.

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value of the Developer's Property exceeds the Original Assessed Value. For purposes of this Agreement, the Increased Assessed Value shall specifically exclude any tax increment on any property in the District other than Developer's Property, and shall also exclude any personal property now or hereafter located in

the District. If the Current Assessed Value is equal to or less than the Original Assessed Value in any year, there is no Increased Assessed Value in that year.

"Original Assessed Value" means initially \$16,100 the original assessed value of the Developer's Properties determined as of March 31, 1996, as the same may be adjusted from time to time in accordance with Section 3.7 hereof.

"Project" means the following improvements to be constructed on Developer's Property: Memory Care facility for up to 12 patients.

"Project Costs" means any expenditures or monetary obligations incurred or expected to be incurred that are authorized by section 5225, subsection 1 of Title 30-A of the Maine Revised Statutes and included in the Project.

"Property Taxes" means any and all ad valorem real property taxes levied, charged or assessed against the Developer's Property (but excluding personal property taxes) by the Town, or on its behalf.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"Tax Increment" means the Property Taxes assessed by the Town and paid by the Developer within the meaning of Section 3.1 of this Agreement, in excess of any state, county or special district tax, upon the Increased Assessed Value of the Developer's Property but excluding all personal property taxes and excluding real property taxes on any other real property in the District.

"Tax Increment (Developer's Share)" means that portion of the Tax Increment, for each year during the term of this Agreement, solely with respect to Developer's Property (specifically excluding any tax increment on any other real property now or hereafter located in the District and specifically excluding any Tax Increment on any personal property), which are to be deposited by the Town in the Developer's Project Cost Account, to the extent provided in Section 3.1(b) of this Agreement and paid to the Developer pursuant to this Agreement. The Tax Increment (Developer's Share) for each year of the term of this Agreement shall be calculated as follows with respect to Developer's Property: First, the amount of the Tax Increment shall be determined by subtracting the real Property Tax for such year on the Original Assessed Value from the total real Property Tax for such year on the Current Assessed Value for such year; Second, 0.50 shall be multiplied by the Tax Increment, and the product thereof shall constitute the Tax Increment (Developer's Share) for such year. Notwithstanding the foregoing, the total payments by the Town to the Developer pursuant to this Agreement, determined on a cumulative basis, shall not exceed \$500,000, and thus as soon as the cumulative amounts of Tax Increment (Developer's Share) equal such \$500,000 amount, thereafter the Tax Increment (Developer's Share) shall equal zero (0).

"Tax Payment Date" means the date(s) on which Property Taxes levied by the Town are due and payable.

"Town" means the Town of Cumberland, Maine, a municipality duly organized and existing under the laws of the State of Maine.

Section 1.2. Interpretation and Construction. In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

Section 1.3. Town Costs. The Developer shall pay or reimburse the Town for all reasonable out-of-pocket fees, expenses and other charges of the Town and its outside consultants, including the Town's attorneys and other consultants, in connection with the preparation, review, negotiation, approval, execution, administration, enforcement and carrying out of this Agreement. Notwithstanding any other provision of this Agreement, this section shall survive any termination of this Agreement.

ARTICLE II: DEVELOPER'S PROJECT COST ACCOUNT AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund. The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as "TIF District #1, the Town of Cumberland Municipal Development Tax Increment Financing District Program Fund" (the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program. The Development Program Fund shall consist, as described in the Development Program, of a Project Cost Account and a Sinking Fund. The Development Program Fund Project Cost Account shall consist of and be separated into separate sub-accounts or funds for each Credit Enhancement Agreement entered with respect to property in the District, and one of such sub-accounts shall be the Developer's Project Cost Account and a separate sub-account shall be established as the Town's Project Cost Account. The Sinking Fund, the Town's Project Cost Account and each sub-account for each Credit Enhancement Agreement entered with any person or entity other than Developer shall be the sole and exclusive property of the Town and shall not be subject in any way to the terms or provisions of this Agreement.

Section 2.2. Liens. The Town shall not create any liens, security interests or encumbrances of any nature whatsoever with respect to the Developer's Project Cost Account, other than the interest of the Developer granted under this Agreement in and to the amounts on deposit in the Developer's Project Cost Account, provided, however, nothing herein shall prohibit creation of real and personal property tax liens on the Developer's property in accordance with, and entitled to the priority provided under, Maine law and any trustee process, attachment and judgment liens and other liens obtained in accordance with applicable law.

Section 2.3. Deposits into Developer's Project Cost Account. The Town shall deposit into the Developer's Project Cost Account, within 15 days after each payment of Property Tax and other taxes described in Section 3.1 hereof during the term of this Agreement an amount equal to that portion thereof

constituting the Tax Increment (Developer's Share) for the period or year to which the payment relates and shall allocate the amount so deposited to fund fully and pay the payments due to Developer under Article III of this Agreement. All interest and earnings on the Tax Increment (Developer's Share) prior to and after deposit thereof into the Developer's Project Cost Account shall be the sole property of the Town and shall be free and clear of any interest of the Developer under this Agreement.

Section 2.4. Monies Held in Trust. Subject to the terms of this Agreement, all monies required to be deposited into the Developer's Project Cost Account to fund payments to Developer under the provisions hereof and the provisions of the Development Program (excluding all interest and investment earnings thereon), shall be held by the Town, in trust, for the benefit of the Developer in accordance with the provisions of this Agreement.

Section 2.5. Investments. The monies in the Developer's Project Cost Account may be invested and reinvested in Qualified Investments as determined by the Town. The Town shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the Town shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The Town shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Developer's Project Cost Account.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Credit Enhancement Payments. (a) The term of this Agreement shall commence on July 1, 2016 and shall end on the earlier of (i) March 30, 2026, or (ii) the date on which the total payments of Tax Increment (Developer's Share) by the Town to Developer, its successors or assigns,

pursuant to this Agreement equal \$500,000, determined on a cumulative basis. Commencing with the first Fiscal Year, the Town agrees to pay to the Developer within 30 days following each Tax Payment Date or the date payment of Property Tax is actually received by the Town with respect to Developer's Property, whichever is later, payments equal to the Tax Increment (Developer's Share) for each Fiscal Year of the Town during the term of this Agreement.

(b) Notwithstanding Section 3.1(a), the amounts payable thereunder shall be due and payable only if: (i) all real property taxes and assessments and all personal property taxes that are due and payable with respect to the Developer's Property have been paid in full and (ii) all real property taxes and assessments and all personal property taxes that are due and payable with respect to any other real and personal property owned by the Developer, its successors and assigns, in the Town have been paid in full. If any of such property taxes are not paid when due, the property taxes actually paid by Developer, its successors and assigns shall, first, be applied to taxes due on account of Original Assessed Value, second to any personal property taxes with respect to any personal property located on the Developer's Property, third, to any real property and personal property of Developer, its successors and assigns located outside of the District and, fourth, to make the deposits to the Developer's Project Cost Account. If such property taxes and assessments are not paid when due, the Town may withhold and suspend all payments under this Agreement until such property taxes and assessments and all interest thereon and other costs relating thereto are paid in full. In addition, if the Developer institutes any tax abatement proceeding with respect to any Property in the District, the Town may withhold and suspend all payments of the Tax Increment (Developer's Share) with respect to the amount of value of the items of Property subject to the abatement proceeding, and shall deposit the withheld amount into a separate interest bearing escrow account. Upon final action and completion of such abatement proceeding, the proper amount (based on the results of the abatement proceedings plus an allocable share of the interest accrued thereon) held in escrow account shall be paid to the Developer.

(c) The Developer agrees that all payments made by the Town to the Developer pursuant to this Agreement will be used and applied to either pay debt service on indebtedness incurred to finance "Project Costs" as that term is defined under Act and described in the Development Program or used to pay directly, amortize or reimburse Developer for payment of, qualified Project Costs. The Town shall be required to make payments under this Agreement only upon receipt of satisfactory documentation that the amounts are being paid for Project Costs, which documentation shall be in the form of properly completed certificates, executed by the Developer in the form attached hereto as Schedule A.

(d) Developer covenants and agrees that in the event that title to Developer's Property is hereafter transferred to any entity exempt from the payment of Property Taxes, including, without limitation, any charitable corporation or the State of Maine or any agency or authority thereof, then the owner of the Developer's Property, as a covenant running with the land, shall be obligated to pay to the Town each year during and after the expiration or termination of this Agreement, an amount equal to (a) 100% of the Property Taxes that would be assessed by the Town on the Developer's Property, as if and under the assumption that the Developer's Property were fully taxable and owned in fee by Developer and not exempt from Property Taxes, less (b) solely during the term of this Agreement, the portion of the amounts described in the preceding clause (a) that would have been payable to the Developer, or its successors and assigns, under Section 3.1(a) if the Developer's Property had remained taxable. The covenants in this paragraph shall survive expiration or termination of this Agreement.

Section 3.2. Failure to Make Payment. In the event the Town should fail to, or be unable to, make any of the payments required under the foregoing provisions of this Article III, the amount so unpaid shall continue as a limited obligation of the Town, under the terms and conditions hereinafter set forth, until the amount unpaid shall have been fully paid. Developer shall be entitled to initiate an action against the Town to specifically enforce its obligations hereunder, including without limitation the Town's obligation to establish and maintain the Developer's Project Cost Account and deposit the Tax Increment

(Developer's Share) into the Developer's Project Cost Account established thereunder and make required payments to Developer.

Section 3.3. Manner of Payments. The payments provided for in this Article III shall be paid directly to the Developer in the manner provided hereinabove for the Developer's own use and benefit by check drawn on the Town.

Section 3.4. Obligations Unconditional. Except as otherwise provided in this Agreement or as required by applicable law, the obligations of the Town to make the payments described in this Agreement shall be absolute and unconditional, and the Town shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Developer, other than by reason of and to the extent provided in a final judgment by a court of competent jurisdiction or by reason of an order of Trustee Process or Attachment. The Town hereby acknowledges that the Developer has the right to enforce the contractual obligations of the Town under this Agreement and that the governmental immunity of the Town does not apply to actions to enforce its contractual obligations; provided however, that nothing herein shall constitute a waiver of the Town's tort immunity or any other governmental immunities.

Notwithstanding the foregoing, the Town reserves the right to terminate this Agreement upon receipt of a final judgment by a court of competent jurisdiction to the effect that this Agreement or the Development Program (or the designation of the District) adopted in connection herewith or any payment made thereunder or hereunder is or would be illegal or invalid or not properly authorized. In addition, the Town may setoff any amount found by the court of competent jurisdiction to be due to the Town from the Developer or from the owner of the Developer's Property. Except as provided in subsection 3.1(b) and

subsection 2.3, the obligations of the Town to make payments hereunder shall be absolute and irrevocable, irrespective of any rights of set-off, recoupment or counterclaim.

The Developer agrees to defend, indemnify, pay, reimburse and hold the Town, its councilors, officers, agents and employees, harmless from any and all claims, suits, liabilities, actions, proceedings and expenses, including, without limitation, attorneys fees and expenses and accountant's fees and expenses, arising out of this Agreement, or any claim of illegality or invalidity of this Agreement or the Town's approval of this Agreement or out of the Town's preparation and participation in this Agreement except that such indemnity shall not apply to the extent any such claims or actions arise out of the Town's negligence or misconduct, or to the extent that the Town has breached any material obligations hereunder.

Section 3.5. Limited Obligation. The Town's obligations under this Agreement, including the Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from the Tax Increment (Developer's Share) actually paid by the Developer with respect to Property owned by the Developer in the District and actually received by the Town and required to be deposited in the Developer's Project Cost Account in accordance with the terms of this Agreement and pledged therefor under this Agreement. The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from such Tax Increment (Developer's Share) actually paid by the Developer with respect to Property in the District and actually received by the Town. This Agreement shall not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment, excepting the pledge of the Developer's Project Cost Account established under this Agreement.

Section 3.6. Calculation of Retained Tax Increment. The Town and the Developer shall maintain records which are adequate to calculate the Tax Increment and the Tax Increment (Developer's Share), and shall cooperate with each other in making such calculations. Annually, within 30 days of the payment of Property Tax by Developer, the Town shall calculate the amount of Tax Increment and the Tax Increment (Developer's Share) for that year. If the Developer does not object to such calculations within 120 days of receipt thereof or of any payment of Tax Increment (Developer's Share) for such year, the calculations shall be final and binding on all parties.

Section 3.7. Revaluation. In the event there is a Town-wide revaluation of taxable property within the Town, the Original Assessed Value shall be increased or decreased, as the case may be, in proportion to the Town-wide increase or decrease, as the case may be, in property values resulting from such revaluation.

Section 3.8. Payments to the Town. The Developer shall pay to the Town an annual administrative fee equal to 1/2% of the Tax Increment paid by the Town to the Developer pursuant to this Agreement in the year in question, which payment shall be made in equal installments each year in the form of a setoff on the same dates as the Tax Increment for that year is paid by the Town to the Developer.

ARTICLE IV: PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of Developer's Project Cost Account. In consideration of this Agreement and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town does hereby grant a security interest in and pledge to the Developer the Developer's Project Cost Account and all sums of

money and other securities and investments therein. This pledge and the provisions of Section 2.4 hereof shall not apply to any interest and investment earnings on the Developer's Project Cost Account, all of which shall be the absolute property of the Town, free and clear of any interest of the Developer.

Section 4.2. Perfection of Interest. The Town shall cooperate with the Developer, if requested in writing by Developer, in causing appropriate financing statements and continuation statements naming the Developer or the holder of a first mortgage on Developer's Property or other security interest in Developer's rights and interest hereunder, as pledgee of all such amounts from time to time on deposit in the Developer's Project Cost Account to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. To the extent reasonably deemed necessary by the Developer, the Town will at such time and from time to time as requested by Developer establish the Developer's Project Cost Account Fund described in Section 2.3(b)(i) hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein on terms reasonably satisfactory to the Town.

Section 4.3. Further Instruments. The Town shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the Town or require any payment or expense by the Town (unless paid by Developer) or discharge either party or change any provision of this Agreement.

Section 4.4. No Disposition of Developer's Project Cost Account. Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate

any interest in the Developer's Project Cost Account and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records. All books, records and documents in the possession of the Town relating to the District, the Development Program, the Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Development Program Fund and the Developer's Project Cost Account shall at all reasonable times be open to inspection by the Developer and its agents. All books, records and documents of the Developer reasonably necessary to the verification of Project Costs shall at all reasonable times be open to inspection by the Town, and its agents, provided, however, that any information reasonably designated by Developer as proprietary shall be inspected, to the extent permitted by law, in a manner so as to preserve the confidential nature of such information.

ARTICLE V: DEFAULTS AND REMEDIES

Section 5.1. Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default": (a) any failure by the Town or the Developer to pay any amounts due hereunder when the same shall become due and payable except as provided in subsection (c) below; (b) any failure by the Town to make deposits into the Developer's Project Cost Account as and when due; or (c) any failure by the Town or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof; provided, however, that this subsection (c) shall not be construed to include Developer's failure to pay property taxes for any reason as an Event of Default hereunder.

Section 5.2. Remedies on Default. Whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the nondefaulting party may take whatever action at law in at equity as may appear necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the nondefaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder or under applicable law. Developer also has the right to exercise any rights or remedies available to a secured party under Maine law. Neither party has the right to terminate this Agreement based on an Event of Default.

Section 5.3. Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Event of Default to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Event of Default be continued or repeated.

Section 5.4. Enforcement Rights. The Town and Developer agree that each party hereto shall have the right to initiate a legal proceeding to enforce the specific performance of this Agreement, it being understood and agreed that this Agreement is a material inducement to the Developer continuing its pursuit of the Project.

Section 5.5. Tax Laws. The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the Town and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property.

ARTICLE VI: TERM AND TERMINATION

Section 6.1. Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire upon the performance of all obligations on the part of the Town and the Developer hereunder or upon any earlier termination as provided in this Agreement. The Town shall have the right to terminate this Agreement by written notice to the Developer in the event of any change in the use of the Developer's Property without the prior written consent of the Town, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 6.2. Cancellation and Expiration of Term. At the termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII: ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1 Consent to Pledge and/or Assignment. The Town hereby acknowledges that it is the intent of the Developer to pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. Recognizing this intention, the Town does hereby consent and agree to the pledge and assignment of all the Developer's right, title and interest in, to and under this Agreement (provided that such collateral assignment shall be effective only as long as the assignee holds a first mortgage on the Developer's Property) and in, and to the payments to be made to Developer hereunder, to a bank or other financial institution regularly engaged in making commercial loans as collateral or security for financing the Development Property, on one or more occasions during the term hereof. The Town agrees to execute and deliver any assignments, pledge assignments, consents or other confirmations on terms reasonably satisfactory to the Town (including that any pledge or secured party succeeding to Developer's rights hereunder assume in writing, in form satisfactory to the Town, the obligations of Developer under this Agreement) required by the prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledge or assignee the position of such assignee or pledgee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.2. Other Assignments. The Developer shall also have the right and obligation to transfer and assign its rights under this Agreement to any person or entity that acquires title to the Developer's Property, provided, that (a) such owner assumes in writing, in form satisfactory to the Town, the obligations of Developer under this Agreement; and (b) prior to any such assignment, Developer shall

obtain the written consent of the Town. In making any request for such written consent of the Town, the Developer shall submit such information as the Town may reasonably request relating to the identity of the proposed assignee and their plans regarding use of the Developer's Property. Such consent shall not be unreasonably withheld, delayed or conditioned. In the event that such written consent is not given, upon transfer of title to the Developer's Property, this Agreement and all rights of Developer, its successors and assigns under this Agreement shall terminate.

Section 7.3. Conditions. Notwithstanding Section 7.1 and Section 7.2, the Developer shall not have the right to transfer and assign all or any portion of its rights in, to and under this Agreement, except to the then owner of, or holder of a first mortgage on, the Developer's Property.

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Successors. In the event of the dissolution of the Town or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors and assigns thereof time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties in Interest. Except as herein otherwise specifically provided, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and the Developer any right, remedy or claim under or by the reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

Section 8.3. Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal and invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability.

(a) No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his individual capacity and neither the members of the Town Council of the Town nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

(b) No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future director, member, officer, agent, servant or employee of the Developer in his or her individual capacity and neither the members, directors, officers, agents, servants or employees of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7. Notices. All notices, certificates, requests, requisitions or other communication by the Town or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town: Town Manager, Town of Cumberland
290 Tuttle Road
Cumberland Center, ME 04021-0128

If to the Developer: FMC Development LLC
72 Ocean Street, Suite 104
South Portland, ME 04106

Either of the parties may, by notice given to the other, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments. This Agreement may be amended only with the written consent of both of the parties hereto.

Section 8.9. Net Agreement. Subject only to the provisions of Article III and 5.2 hereof, this Agreement shall be deemed and construed to be a "net agreement," and the Town shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, deductions or setoffs.

Section 8.10. Benefit of Assignees or Pledgees. The Town agrees that this Agreement is executed in part to assist the Developer in obtaining financing for the Project and accordingly all

covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledgee from time to time of the Developer's right, title and interest herein.

Section 8.11. Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Disputes. The Town and the Developer both covenant and agree that the assumptions, analyses and results set forth in this Agreement and in the Development Program shall in no way prejudice the rights of either party or be used, in any way, by either party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of property in the District.

Section 8.13. Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates, estimated amounts of the Increased Assessed Value and the Tax Increment, estimated amounts of the Tax Increment (Developer's Share), estimated development costs and other estimates. The Town and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way: (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise with respect to Developer's property for purposes of ad valorem property taxation or any tax abatement proceeding or (b) modify or change in any way the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.14. Reports. The Developer agrees to file with the State of Maine Department of Economic and Community Development all annual written reports required under Maine law relating to the receipt of tax increment financing revenues, including, without limitation, those required under 5 MRSA section 13056-B. The Developer agrees to send a copy of each such report to the Town at the time of the filing thereof with DECD.

IN WITNESS WHEREOF, the Town and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

Town of Cumberland

By: _____

William R. Shane, P.E.,

Its Town Manager

Developer: **FMC Development, LLC**

By: _____

Name:

Its:

Schedule A

Request for Payment

The undersigned **FMC Development LLC** (the "Developer") does hereby request payment in the amount of \$_____ from the Town of Cumberland out of the Developer's Project Cost Account established under the **Development Program of TIF District #1, the Town of Cumberland Municipal Development District and Tax Increment Financing District** and does hereby certify to the Town of Cumberland that the amount requested will be used to pay Project Costs as that term is defined in Chapter 206 of Title 30-A of the Maine Revised Statutes, as follows: [check applicable provisions]

☐

Direct payment of Project Costs in the amount of \$_____; and/or

☐

Reimbursement to the Developer for Project Costs previously incurred, in the amount of \$_____

There are attached hereto invoices showing the incurring by the undersigned of Project Costs in the amount of \$_____. None of these invoices have been the subject of a previous request for payment from the Developer's Project Cost Account.

The Developer further certifies that all of such Project Costs constitute Project Costs as defined in the Credit Enhancement Agreement, dated **April 11, 2016** between the Town of Cumberland and the

undersigned, and that the Developer has complied with all terms, conditions and covenants of such Agreement and that no default or event of default exists under said Agreement.

Dated: _____

Developer: FMC Development LLC

By: _____

Its

ITEM

16-093

To hold a Public Hearing to consider and act on a Mass Gathering Permit for the 147th Cumberland Fair to be held from September 25th – October 2nd, 2016 at the Cumberland Fairgrounds

MEMORANDUM

To: William Shane, Town Manager
From: Tamara O'Donnell, Town Clerk
Re: 2016 Cumberland Fair, September 25 – October 2, 2016

I held a meeting at 9:00 a.m., on Tuesday, April 6, 2016, with Cumberland Farmer's Club President Mike Timmons, Cumberland Farmers Club Treasurer Jerry Prevost, Police Chief Charron, Lt. Milt Calder, Deputy Fire Chief Bernier.

I reviewed in detail the requirements of the Mass Gathering Ordinance with Mr. Timmons and Mr. Prevost. The following represents our mutual understanding:

1. There will be a Monster Truck Show on Wednesday and Thursday evenings on the infield. There will be fireworks scheduled for Saturday night. The Fire Chief is prepared and the necessary permits will be in place. There will be tractor pulling on Friday and Saturday nights.
2. Exact attendance levels are unknown, however, it was determined that up to 50,000 is likely, therefore, the organizers will pay the Major Mass Gathering fee of \$500.00.
3. Entrance fee for attendees is \$9.00 per person.
4. There will be no parking fee this year.
5. There will be parking attendants for the parking areas. The parking is being handled by the American Legion Group from New Gloucester.
6. The Medical and Fire staff will be set up at the First Aid Booth.
7. Police coverage will be consistent with years past. The Cumberland Farmers Club has hired Mr. Jay Costa as their new head of security.
8. The Certificate of Liability Insurance is forthcoming.
9. There will be 1 Fire Engine on site, except for Saturday evening when the Fireworks are held.
10. Communication between parties will be by two way radio and cell phone.
11. Food Vendors will be handled exclusively through the Farmers' Club. There are approximately 50 food vendors that will be signed up.

12. A copy of the contract with Troiano Waste Services is on file with the Town Office.

13. Contact person for this event is Mr. Mike Timmons. Contact number is 653-9783.

Approximate fees for this event are as follows:

Police - \$10,000.00

Fire & Rescue - \$7,500.00

I believe we have covered all areas related to the Mass Gathering Permit application. I anticipate that this event will be very successful and well managed. I hope the weather cooperates and they have a wonderful turnout. Thank you.

TOWN OF CUMBERLAND

Publication dates: _____
Publication names: _____
Date filed: _____
Fee rec'd: _____
Date Ordinance received: _____
Issued: _____
Denied: _____

Mass Gathering Application – Major Outdoor Event (5,000 or more persons)

This application must be filed with the Town Clerk not less than 60 days before the date of the event.
Application must be accompanied by a non-refundable fee of \$500.

Name of applicant: Cumberland Farmer's Club

Address of applicant: 140 Bruce Hill Rd, Camb 04021 Tel. # 653-9783

Name of event: Cumberland Fair

Facility where the event will be held: Cumberland Fair Grounds

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

Name of promoter (if different from above): _____

Telephone number: 207-653-9783

Will any food vendors be serving at the event? ☒ yes, ☐ no (if yes, how many, and what types) 30+ Vendors - 1 Restaurant, All types hot/cold
Menus

Will any alcohol vendors be serving at the event? ☒ yes, ☐ no (if yes, list name and attach a copy of the vendors license to sell alcohol, describe alcohol will be served) 1 Vendor
under the Grandstand (Fenced area) Certificates
will be provided before the fair begins.

Date of event: Sept 25 - Oct 2 Time (start and finish times): 8 AM - 10 P.M.

Number of tickets available: 50,000

Expected attendance: 40,000 - 60,000 estimate

Description of event: County Fair - #147th

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

1. 2014 - 40,000[±] attended - Cumberland Fair

2. 2013 40,000[±] attended Cumberland Fair

3. 2012 40,000[±] attended - Cumberland Fair

Description of facility:

- A. Seating capacity: 5,000 permanent; 3 building temporary
- B. Other seating capacity: 5000[±] festival; 10,000 standing room only
- C. Number of toilets available: 22 permanent; 30 portable
- D. Number of parking spaces available: 5-7,000 on-site; _____ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours)
✓ yes; _____ no, if no, which lots are not lighted _____
- F. Source of potable water: Town water
- G. Refuse containers available, number and size: See attached Contractor
Traiano - 30-40 yards Dumpsters, 10 yard
dumpster - 300 barrels
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse)
Daily 5 AM Traiano Disposal Co.
- I. When will refuse be picked up? 5 A.M. - every day fair runs

Public Safety:

- J. Describe first aid facilities: Rescue building on Grounds
Fire, Rescue, Police on Duty
- K. Describe emergency facilities: Public address system, Fire,
Rescue, Police, Rescue,

- L. Describe communication facilities: Main office, Paddocks, Individual Sound systems, Auburn Sound Co, 40 portable radios, - + Police systems
- M. Number of certified police officers: Staff on Grounds Daily - depending on day, evening, weekend needs
- N. Other security personnel (include company name and qualifications): Cumberland Fair Security staff.
- O. Describe fire personnel: Cumberland Fire Department

Traffic Plan

- P. Description of routes persons attending the event are likely to take, include number of traffic controllers and deployment descriptions. Parking staff of 60-80 volunteers - V.A. - Plus Eagles Club
- Q. Describe methods used to publicize alternate routes of reaching the scene of the event.
- R. Attach statement of availability of private towing firms to remove disabled vehicles. Copp Motors, Private Co as needed, on call

Crowd Management

- S. Plan for discouraging those not holding tickets for the event from not coming to the event site. No ticket no admission - No problems.
- T. Plan for preventing trespassing on private property in the area. Police of Cumberland know the system.
- U. Will all publicity stop as soon as it is apparent that the event is sold out? yes;
no
- V. Description of how the event will be publicized, include how a sell-out will be publicized. - Radio, T.V. word of mouth.

Other

- W. Name of liability insurance Cross - see attached
- Amount of coverage 15,000,000; amount of property insurance _____
- X. Preferred type of performance guarantee (i.e., escrow account, irrevocable letter of credit) Certificates required by all participants.

Michael Timmons
Authorized signature President

On March 2016 (date), I received a copy of the Cumberland Mass Gathering Ordinance. _____ (authorized signature)

ITEM

16-094

To set a Public Hearing date of July 25th to consider and act on amendments to Chapter 250 (Subdivision of Land), Article VI (Street Design and Construction Standards) Section 32 (Design and Construction Standards) of the Cumberland Code, as recommended by the Planning Board

No Materials

ITEM

16-095

To set a Public Hearing date of July 25th to consider and act on
setting the FY2017 tax rate

No Materials

ITEM

16-096

To set a Public Hearing date of July 25th to consider and act on a Mass Gathering Permit for the Cumberland Soccer Club “Just for Fun” Labor Day Tournament to be held September 3rd and 4th from 7:00 a.m. to 7:00 p.m. at Twin Brook

MEMORANDUM

To: William Shane, Town Manager

From: Tamara O'Donnell, Town Clerk

Re: Cumberland Soccer Club "Just For Fun" Labor Day Tournament

I held a meeting at 9:30 a.m., on Tuesday, June 28, 2016, with Cumberland Soccer Club Representative Ms. Martha Leggat, Police Chief Rumsey, Deputy Fire Chief Bernier, and Recreation Program Director Peter Bingham.

I reviewed in detail the requirements of the Mass Gathering Ordinance with Ms. Leggat. The following represents our mutual understanding:

- Exact attendance levels are unknown, however, it was determined that 3,000 is likely. Therefore, the organizers will pay the Minor Mass Gathering fee of \$250.00.
- The 2016 "Just For Fun" Tournament will be held September 3rd and September 4th. The hours will be from 7 a.m. to 7 p.m.
- There will be 180 teams from all across Maine participating.
- There will be parking attendants for the parking areas. The Cumberland Soccer Club parents will be used as parking attendants.
- "No Parking" signs will be posted on the edge of Tuttle Road at the entrance to the park.
- The current insurance expires August 31, 2016, and a renewal certificate will be provided to the Clerk immediately prior to the event.
- The Soccer Club Boosters will be running the concession stands at both locations (Twin Brook and the High School).
- Greely Soccer teams will dispose of all trash and place in dumpster. Dumpster will be emptied on Monday, September 6, 2016.
- There will be 1 Paramedic and 1 EMT, from the Fire Department on site at both locations.
- There will be 2 police officers on duty at the event, with one (.5) being there at peak times only.
- There will be seven (7) additional porta potties available.

- Communication between parties will be by two way radio and cell phone.
- Anita Anderson will conduct food vendor inspections during the set-up hours.
- Contact person for this event is Ms. Martha Leggat. Contact number is 846-0051.

Approximate fees for this event are as follow:

\$ 250.00 Mass Gathering Permit
\$2,771.00 Twin Brook Fee
\$1,416.00 Police Department
\$1,175.00 Fire Department
\$ 700.00 Municipal Staff

I believe we have covered all areas related to the Mass Gathering Permit application. I anticipate that this event will be very successful and well managed. I hope the weather cooperates and they have a wonderful turnout. Thank you.

TOWN OF CUMBERLAND

Publication Dates: _____
Publication Names: _____
Date Filed: _____
Fee Received: _____
Date Ordinance Received: _____
Issued: _____
Denied: _____

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

This application must be filed with the Town Clerk not less than 60 days before the date of the event.
Application must be accompanied by a non-refundable fee of \$250.00.

Name of Applicant: Cumberland Soccer Club
Address of Applicant: PO Box 352 Cumberland, ME 04021
Name of Event: "Just for fun" Labor Day Soccer Tournament
Facility where the event will be held: Twin Brook

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

Name of promoter (if different from above): _____

Telephone number: 207-712-3308

Date of Event: 9/3-9/4/16 Time (start and finish times): 7:00 AM - 7:00 PM

Number of tickets available: _____

Expected attendance: 2000

Description of event: Two day soccer tournament for 180
U-10 to U-14 girls & boys teams

Will any food vendors be serving at the event: ☒ yes, _____ no, (if yes, how many, and
what types) We will be selling concessions as
a club at the red shelter

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

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

1. Labor Day Tournament - 2015
2. n - 2014
3. n - 2013

Description of facility:

- A. Seating capacity: _____ permanent; ☒ temporary
- B. Other seating capacity: 1/2 festival; _____ standing room only (sq. ft.)
- C. Number of toilets available: _____ permanent; 7 portable
- D. Number of parking spaces available: _____ on-site; _____ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours: _____ yes; ☒ no, if no, which lots are not lighted _____)

- Bottled water & water fountain as at red shelter
- F. Source of potable water: 1 sink station for back field
- G. Refuse containers available, number and size: Trash can & recycling (porta-potties bins supplied by CSC will be placed throughout the facility)
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse): Greely HS soccer teams will dispose of all waste put in dumpsters
- I. When will refuse be picked up? Tuesday after Labor Day (9/6/16)

Public Safety:

- J. Describe first aid facilities: Cumberland Rescue
- K. Describe emergency facilities: We will work w/ Cumberland Fire, EMS, as well as police dept.
- L. Describe communication facilities: We will use cell phones & have a list of all organizers' numbers.
- M. Number of certified police officers: 2
- N. Other security personnel (include company name and qualification): Cumberland Rescue & Parking Attendants
- O. Describe fire personnel: One designated truck and at least one fire extinguisher available

Pine Tree Waste will collect.

Other:

P. Name of liability insurance Market Insurance Co.
Amount of coverage 1,000/occurrence; amount of property insurance 2,000,000

Q. Preferred type of performance guarantee (i.e. escrow account, irrevocable letter of credit)
N/A

Marthe Leggett
Authorized Signature

On _____ (date), I received a copy of the Cumberland Mass Gathering Ordinance.

Authorized Signature

NEW BUSINESS

Brenda Moore

From: William Shane
Sent: Thursday, July 07, 2016 7:19 AM
To: Stacie Daigle
Cc: Brenda Moore; Town Council
Subject: Re: Fireworks in Cumberland

Hi Stacie

I will pass this on to the Town Council

Thank you for taking the time to share your opinions and ideas. I will let you know what steps the Council may consider once they have given me direction .

Take Care

Bill

Sent from my iPhone

On Jul 6, 2016, at 10:47 PM, Stacie Daigle <stacie@berkmail.com> wrote:

Dear Mr. Shane,

Thank you very much for returning my phone call.

My name is Stacie Daigle.

I live at 91 Bruce Hill Road. I've been living here for 21 years and I feel lucky for many reasons.

I feel lucky to live in this town. I am fortunate to live in my house, to be alive.

I have owned a small business since 1989, and it's possible that this is why I look at risk from many angles.

The math on fireworks seems simple.

It is difficult to express tone in an email, so please be assured that I am not militant.

I am not coming from some left or right wing political perspective. If anything, I believe in less government, so I am not attempting to cavalierly add one more thing to the list of pieces of our civilization that should be regulated.

I was planning to call last year after the fourth of July. I allowed myself to become distracted, and then time passed, and I never called.

If I don't speak up now, it could be too late for one or many of us.

Fireworks and firearms have nothing in common.

We have no right to bear fireworks.

Fireworks have no place in the hands of anyone who is not trained to use them.

I am not blaming town government for this. I respect the fact that you represent the residents of Cumberland. Thank you.

I believe that the untrained use of pyrotechnics is pure negligence.

The fact that it is legal to buy something doesn't make its use responsible.

Some of our neighboring towns have outlawed the use of fireworks by the untrained public I believe. I'm sure that this is very unpopular with a lot of folks, but we're talking about risk and danger.

I know that my take on this is not popular with my neighbors.

Perhaps there is some middle ground here, but I don't see it. There's just no logic that overcomes the argument of the dangers. Even those trained in the use of pyrotechnics have a track record of being hurt or killed at a statistically high rate. This is documented. Why would we allow an untrained public carte blanche to accidentally spark one or many tragedies. There is precedent from the decisions of other area towns to keep us all safe.

I would ask anyone who wants to use fireworks who is not certified to do so this question:
Who do I hold responsible if you burn my house down?

Considering the level of fire danger that exists in the state this week, I think that we've been blessed to come out on the other side of the 4th of July with a few dark warnings and no casualties.

I'm sorry that this email is coming to you so late. Thank you for reading it.

I will do whatever I can to see if it is possible to change this ordinance. I mean no offense. I'm proud to live in this town, and I respect the difficulty that must be the nature of town government – you cannot make us all happy.

My call is purely about safety and common sense.

What can I do to help to bring this change about?

Thank you very much for your time.

It's late, and I hope that this email is at least somewhat coherent.

Sincere thanks,

Stacie Daigle

Stacie@berkmail.com

207-838-3200

207-878-3223 work

91 Bruce Hill Road

Cumberland, ME 04021

BUDGET REPORT

REVENUES



Financials, Revenue & Citizen Services and Human Capital Management



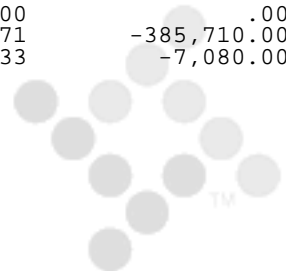
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TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 12 OF 2016

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
<hr/>					
0011 Tax Revenues					
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0011 0303 Motor Vehicle Excise Tax	-1,446,042.07	-1,618,960.83	-1,679,725.35	-1,839,006.66	-1,480,000.00
0011 0304 Boat Excise Tax	-14,287.10	-14,171.20	-13,548.80	-16,644.70	-10,000.00
0011 0325 Supplemental Taxes	.00	.00	.00	-12,507.10	.00
0011 0328 Outer Islands Property Tax	-40,464.64	-41,566.42	-41,866.88	-39,889.25	-40,000.00
0011 0329 Payment in Lieu of Taxes	.00	-23,112.00	-28,656.00	-29,608.00	-23,793.00
TOTAL Tax Revenues	-1,500,793.81	-1,697,810.45	-1,763,797.03	-1,937,655.71	-1,553,793.00
0012 License & Permit Revenues					
<hr/>					
0012 0311 Hunting & Fishing License	-532.83	-595.91	-614.50	-512.25	-600.00
0012 0312 Marriage Lic & Vital Records	-2,135.60	-1,703.40	-2,604.80	-2,341.80	-1,900.00
0012 0313 Birth Certificates	-1,313.00	-1,675.40	-1,358.60	-1,276.20	-365.00
0012 0314 Death Certificates	-1,782.40	-778.40	-1,737.20	-1,554.60	-1,000.00
0012 0315 Clerk Licenses	-2,610.60	-4,175.00	-4,260.00	-5,515.00	-4,500.00
0012 0316 Shellfish Licenses	-2,637.08	-1,889.47	-1,854.28	-553.44	-3,000.00
0012 0317 Conservation Fees	-702.92	-536.53	-480.72	-121.56	-500.00
0012 0334 Snowmobile Reg	-444.54	-201.00	-217.00	-183.00	-200.00
0012 0361 Auto Reg. Fees	-20,082.00	-21,545.00	-21,207.00	-21,562.00	-21,000.00
0012 0362 Boat Reg. Fees	-2,344.41	-3,053.80	-1,960.40	-675.00	-500.00
0012 0366 Building Permits	-92,892.68	-77,479.74	-78,584.60	-92,281.87	-70,000.00
0012 0367 Electrical Permits	-21,298.93	-19,241.55	-18,490.35	-19,001.85	-18,000.00
0012 0368 Plumbing Permits	-20,943.24	-20,500.30	-20,054.25	-15,217.98	-18,000.00
0012 0369 Other Permits	-1,350.00	-1,475.00	-1,750.00	-1,600.00	-2,500.00
0012 0383 Agent Fees-Moses	-25.92	-14.84	-20.00	-30.00	.00
0012 0398 Application Fee	-1,500.00	-1,533.33	-1,411.12	-1,597.23	-1,000.00
0012 0401 Dog Licenses	-4,829.00	-3,564.00	-2,776.00	-2,420.00	-3,000.00
0012 0404 Commercial Haulers License	-700.00	-500.00	-300.00	-600.00	-600.00
TOTAL License & Permit Revenue	-178,125.15	-160,462.67	-159,680.82	-167,043.78	-146,665.00
0013 Intergovernmental Revenues					
<hr/>					
0013 0327 Homestead State Reimb	-216,945.14	-163,584.00	-190,404.00	-151,273.00	.00
0013 0331 State Revenue Sharing	-612,536.60	-424,348.04	-421,154.70	-428,937.71	-385,710.00
0013 0332 Park Fee Sharing	-7,212.00	-7,311.82	-11,407.89	-8,133.33	-7,080.00



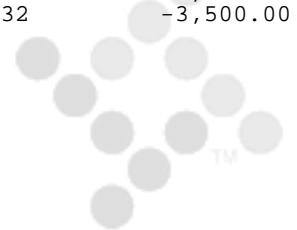
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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 12 OF 2016

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0013 0335 DOT Block Grant	-81,672.00	-68,440.00	-62,592.00	-63,232.00	-62,592.00
0013 0337 State Grant revenue	-32,316.41	.00	-29,042.00	.00	.00
0013 0341 North Yarmouth Recreation Shar	-50,353.00	-16,996.00	-35,904.00	-7,288.00	-7,355.00
0013 0342 North Yarmouth Library Share	-131,276.00	-132,951.00	-141,380.00	-145,952.00	-145,952.00
0013 0347 North Yarmouth Channel 2	.00	-1,820.00	-2,545.00	-2,548.00	-2,674.00
0013 0348 ACO Sharing Payments	-5,147.22	-2,475.00	-12,644.00	-9,483.00	.00
0013 0397 Windham-Fire & Rescue	-3,900.00	-3,900.00	-3,900.00	.00	-3,900.00
0013 0545 North Yarm Sidewalk Plowing	-2,600.00	-2,300.00	.00	.00	.00
TOTAL Intergovernmental Revenue	-1,143,958.37	-824,125.86	-910,973.59	-816,847.04	-615,263.00
0015 Other Revenues					
0015 0305 Interest & Penalties	-60,315.53	-51,228.57	-42,479.12	-39,164.85	-40,000.00
0015 0306 Over/Short	-6.69	422.12	-705.82	152.71	-100.00
0015 0364 Growth Permits	-4,400.00	-4,600.00	-3,400.00	-4,100.00	-2,000.00
0015 0365 Board of Appeals	-200.00	-100.00	.00	-500.00	-100.00
0015 0379 Investment Earnings	-3,076.04	-261.93	-5,776.01	782.39	.00
0015 0381 Building Rentals	.00	.00	.00	.00	-500.00
0015 0382 Sale of Assets	-21,209.00	-17,393.56	-8,300.00	-7,599.00	-25,000.00
0015 0390 Misc. Revenue	-6,463.53	-40,385.20	-40,522.04	-41,918.63	-38,000.00
0015 0399 Staff Review Fee	-12,650.00	-3,516.67	-15,847.88	-15,827.77	-10,000.00
0015 0402 Cable TV Revenue	-117,289.20	-112,749.93	-114,620.19	-111,418.32	-107,000.00
0015 0403 Mooring Fees	-1,220.00	-1,145.00	-775.00	-1,935.00	-1,000.00
0015 0410 Private Ways	-200.00	-600.00	-600.00	-1,400.00	-400.00
0015 0432 Workers Compensation Dividend	-7,300.34	-15,122.30	-26,586.80	-10,803.37	.00
0015 0508 Impact Fees	-73,536.60	-75,007.15	-64,568.25	-112,953.50	-50,000.00
0015 0513 Assessing Records	-50.00	-50.00	-80.00	.00	-100.00
TOTAL Other Revenues	-307,916.93	-321,738.19	-324,261.11	-346,685.34	-274,200.00
0021 Police Related Revenues					
0021 0337 State Grant revenue	.00	.00	-1,835.74	.00	.00
0021 0351 Police Issued Permits	-4,700.00	-1,098.28	-4,403.00	-3,667.00	-3,500.00
0021 0353 Police Insurance Reports	-500.00	-568.00	-530.00	-545.00	-500.00
0021 0427 Parking Tickets	-447.20	-10.00	.00	.00	-200.00
0021 0431 Outside Detail	-25,496.61	-31,834.92	-27,635.73	-25,468.34	-35,000.00
0021 0536 Animal Control Officer Revenue	-2,026.60	-2,102.00	-1,864.00	-1,695.00	-2,500.00
0021 0546 Court Reimbursements	-2,668.91	-3,345.85	-1,262.88	-2,079.32	-3,500.00



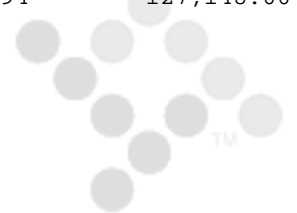
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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 12 OF 2016

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0021 0547 Miscellaneous Police Revenue	-20,974.34	-5,478.05	-877.40	-548.00	-500.00
0021 0620 Federal Grant revenue	-25,000.00	-51,276.62	-30,206.00	-25,000.00	-25,000.00
TOTAL Police Related Revenues	-81,813.66	-95,713.72	-68,614.75	-59,002.66	-70,700.00
0022 Fire Related Revenues					
0022 0390 Misc. Revenue	-18,462.20	-7,845.00	-785.00	-60.00	-15,000.00
0022 0431 Outside Details	-16,439.00	-20,007.00	-20,210.33	-17,921.35	-15,000.00
0022 0504 Rescue Billing	-130,505.29	-129,755.27	-199,920.63	-133,615.80	-155,000.00
0022 0505 Non Emergency Transports	-9,284.70	-30,447.50	-56,433.96	-67,006.58	-31,200.00
0022 0507 Paramedic Intercepts	-2,400.00	-2,700.00	-300.00	-900.00	-2,000.00
TOTAL Fire Related Revenues	-177,091.19	-190,754.77	-277,649.92	-219,503.73	-218,200.00
0023 Rescue Related Revenues					
0023 0504 Rescue Billing	86.07	.00	.00	.00	.00
TOTAL Rescue Related Revenues	86.07	.00	.00	.00	.00
0031 Public Works Related Revenues					
0031 0355 Recycling Income	.00	-20.00	.00	.00	.00
0031 0390 Misc. Revenue	-1,230.00	-429.00	-31,960.00	-390.00	-500.00
0031 0517 Bags/Universal Waste	-270,666.00	-283,859.50	-279,276.00	-234,960.00	-260,000.00
0031 0539 Brush Passes	-8,145.00	-7,454.00	-7,981.00	-7,614.00	-7,500.00
TOTAL Public Works Related Rev	-280,041.00	-291,762.50	-319,217.00	-242,964.00	-268,000.00
0037 ValHalla Revenues					
0037 0306 Over/Short	.00	.00	.00	-14.78	.00
0037 0329 Payment in Lieu of Taxes	.00	.00	.00	-2,000.00	-8,000.00
0037 0357 Golf Memberships	.00	.00	.00	-233,003.80	-239,283.00
0037 0358 Greens Fees	.00	.00	.00	-137,497.94	-127,148.00



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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 12 OF 2016

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0037 0359 Golf Cart Rentals	.00	.00	.00	-88,725.66	-89,232.00
0037 0378 Soda Sales	.00	.00	.00	-2,669.12	-3,325.00
0037 0416 Practice Range	.00	.00	.00	-10,819.00	-9,465.00
0037 0417 Program Revenues	.00	.00	.00	-40,893.84	-60,132.00
0037 0419 Advertising Sales	.00	.00	.00	-13,064.10	-24,000.00
0037 0522 Outing Golf	.00	.00	.00	-81,100.08	-72,315.00
0037 0560 Rental Income	.00	.00	.00	-18,269.57	-21,600.00
0037 0565 Cell Tower Land Lease	.00	.00	.00	-12,600.00	-20,000.00
TOTAL ValHalla Revenues	.00	.00	.00	-640,657.89	-674,500.00
0041 Recreation Related Revenues					
0041 0370 Recreation Programs	-15,322.80	-33,574.05	-10,455.66	-8,372.00	-32,408.00
0041 0371 Fall Recreation Revenue	-44,020.55	-42,962.48	-33,787.50	-45,047.45	-36,228.00
0041 0372 Winter Recreation Revenue	-90,504.09	-97,303.25	-105,890.26	-97,131.00	-124,846.00
0041 0373 Spring Recreation Revenue	-18,383.31	-43,761.22	-24,852.21	-39,582.00	-41,239.00
0041 0374 Summer Recreation Revenue	-202,393.50	-229,570.80	-248,416.48	-211,831.89	-223,017.00
0041 0375 MSAD #51 Recreation Revenue	-15,083.45	-15,401.92	.00	.00	.00
0041 0385 After School Programs	-119,172.04	-155,432.70	-198,639.20	-208,584.43	-173,302.00
0041 0386 Special Events/Trips Revenues	.00	.00	.00	-2,243.00	.00
0041 0387 Adult Enrichment Revenue	.00	.00	.00	-38,447.10	-32,377.00
0041 0388 Adult Fitness Revenue	.00	.00	.00	-57,989.75	-41,840.00
0041 0570 Rec Soccer Revenue	-9,499.89	-13,075.00	-14,876.00	-14,625.00	-10,211.00
0041 0571 Rec Ultimate Frisbee Revenue	.00	.00	.00	-15,763.00	.00
0041 0606 CPR/First Aid Revenues	.00	.00	-150.00	1,401.20	.00
TOTAL Recreation Related Reven	-514,379.63	-631,081.42	-637,067.31	-738,215.42	-715,468.00
0043 Park Revenues					
0043 0391 Field Usage Fees	-14,430.56	-15,909.63	-13,485.47	-11,247.56	-15,000.00
0043 0431 Outside Details	.00	.00	.00	-1,909.49	.00
0043 0617 Twin Brooks Donations	.00	-177.00	-177.00	-77.00	.00
TOTAL Park Revenues	-14,430.56	-16,086.63	-13,662.47	-13,234.05	-15,000.00
0045 Library Related Revenues					
0045 0379 Library Interest Income	-335.84	-217.38	-121.23	-293.70	-200.00



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HISTORICAL ACTUALS COMPARISON REPORT

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ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
0045 0392 Library Fines	-4,830.74	-4,165.59	-5,865.78	-4,281.45	-3,500.00
0045 0394 Misc. Library Revenue	-1,676.30	-1,561.95	-1,892.98	-1,170.65	.00
TOTAL Library Related Revenues	-6,842.88	-5,944.92	-7,879.99	-5,745.80	-3,700.00
TOTAL General Fund	-4,205,307.11	-4,235,481.13	-4,482,803.99	-5,187,555.42	-4,555,489.00
TOTAL REVENUES	-4,205,307.11	-4,235,481.13	-4,482,803.99	-5,187,555.42	-4,555,489.00
GRAND TOTAL	-4,205,307.11	-4,235,481.13	-4,482,803.99	-5,187,555.42	-4,555,489.00



EXPENDITURES



Financials, Revenue & Citizen Services and Human Capital Management



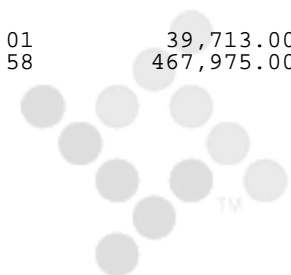
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FOR PERIOD 12 OF 2016

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
<hr/>					
10 General Government					
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130 Administration	513,978.47	484,444.66	533,111.27	582,891.99	548,827.00
140 Assessor	66,989.03	75,314.02	85,306.51	109,232.74	79,486.00
150 Town Clerk	199,571.39	191,434.74	199,346.94	221,312.67	221,002.00
160 Technology	163,391.15	176,492.11	163,860.82	164,324.31	166,546.00
165 Elections	9,306.31	7,446.88	15,520.02	8,698.54	11,953.00
170 Planning	58,828.24	56,432.51	58,365.26	70,495.55	63,775.00
190 Legal	30,883.83	33,790.03	62,190.96	47,701.13	42,500.00
999 Finance/GAAP entries	1,341.54	.00	.00	-2,420.73	.00
TOTAL General Government	1,044,289.96	1,025,354.95	1,117,701.78	1,202,236.20	1,134,089.00
20 Public Safety					
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210 Police	1,085,309.07	1,113,371.08	1,198,306.00	1,321,376.01	1,257,423.00
220 Fire	746,687.47	764,737.46	863,067.51	867,214.73	885,161.00
240 Code Enforcement	83,454.83	83,052.48	96,802.16	109,653.65	94,049.00
260 Animal Control	39,973.31	31,137.45	28,467.75	31,508.99	27,661.00
TOTAL Public Safety	1,955,424.68	1,992,298.47	2,186,643.42	2,329,753.38	2,264,294.00
30 Public Services					
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310 Public Works	952,621.14	899,871.71	978,911.06	970,043.30	1,024,331.00
320 Waste Disposal	617,765.33	551,771.98	503,269.15	446,344.42	520,525.00
430 Parks	153,998.89	192,268.60	227,485.88	234,518.20	221,520.00
440 West Cumberland Rec	6,110.23	6,344.02	6,215.87	3,715.93	7,775.00
470 Historical Society Building	.00	.00	2,011.60	2,732.45	2,102.00
TOTAL Public Services	1,730,495.59	1,650,256.31	1,717,893.56	1,657,354.30	1,776,253.00
37 Val Halla Golf Club					
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350 Valhalla-Club	.00	.00	.00	41,233.01	39,713.00
360 Valhalla-Course	.00	.00	.00	462,808.58	467,975.00



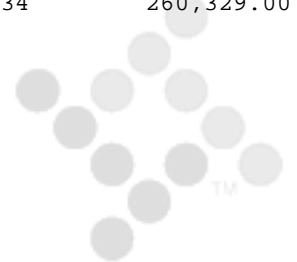
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HISTORICAL ACTUALS COMPARISON REPORT

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FOR PERIOD 12 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	217,047.08	195,668.00
TOTAL Val Halla Golf Club	.00	.00	.00	721,088.67	703,356.00
40 Recreation					
410 Recreation	608,859.97	642,227.68	743,333.13	824,162.21	783,686.00
TOTAL Recreation	608,859.97	642,227.68	743,333.13	824,162.21	783,686.00
45 Library					
450 Library	378,893.20	389,780.94	387,703.49	391,899.47	411,267.00
TOTAL Library	378,893.20	389,780.94	387,703.49	391,899.47	411,267.00
50 Health & Welfare					
580 General Assistance	26,755.86	35,710.41	30,937.46	27,599.22	35,000.00
590 Health Services	8,885.89	8,875.30	10,389.14	13,375.30	13,375.00
TOTAL Health & Welfare	35,641.75	44,585.71	41,326.60	40,974.52	48,375.00
90 Other					
620 Cemetery Association	24,537.86	26,450.00	22,907.00	41,567.04	26,700.00
630 Conservation Commission	596.25	3,480.00	2,902.51	6,046.68	6,000.00
800 Fire Hydrants	56,962.40	57,903.61	61,709.77	62,163.45	65,000.00
810 Street Lighting	47,299.02	37,076.84	45,485.41	40,071.80	37,000.00
830 Contingent	44,051.49	19,112.08	7,076.60	1,298.92	25,000.00
840 Municipal Building	159,104.94	173,476.85	157,688.05	82,865.97	80,629.00
850 Abatements	19,399.95	24,544.80	75,921.38	87,646.48	20,000.00
TOTAL Other	351,951.91	342,044.18	373,690.72	321,660.34	260,329.00
98 Fixed Expenses					



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FOR PERIOD 12 OF 2016

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
650 Debt Service	807,353.96	790,985.06	766,386.42	835,125.86	825,000.00
750 Insurance	340,999.87	340,712.04	199,398.61	220,016.83	219,499.00
860 MSAD #51	13,193,552.28	13,693,545.19	14,313,305.94	15,557,050.91	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	15,861,459.11	16,624,610.29	17,299,031.97	18,541,124.60	18,530,481.00
TOTAL General Fund	21,967,016.17	22,711,158.53	23,867,324.67	26,030,253.69	25,912,130.00
TOTAL EXPENSES	21,967,016.17	22,711,158.53	23,867,324.67	26,030,253.69	25,912,130.00
GRAND TOTAL	21,967,016.17	22,711,158.53	23,867,324.67	26,030,253.69	25,912,130.00

