

AGENDA

Cumberland Town Council Meeting
Town Council Chambers
MONDAY, June 30, 2014
7:00 p.m. Call to Order

I. CALL TO ORDER

II. APPROVAL OF MINUTES June 16, 2014

III. MANAGER'S REPORT

IV. PUBLIC DISCUSSION

V. LEGISLATION AND POLICY

14 – 113 To hear reports from the Special Projects Coordinators re:

- Senior Citizen survey results
- Cumberland Maine Business Association update
- Natural Gas project update

14 – 114 To hold a Public Hearing to consider and act on authorizing the Town Manager to execute a lease agreement with Verizon for a cell tower at Val Halla maintenance building, pursuant to Planning Board approval.

14 – 115 To hold a Public Hearing to consider and act on authorizing the Town Manager to execute a Purchase & Sale Agreement with the Maine Central Railroad Company for 13.13 acres located off of Tuttle Road.

14 – 116 To amend item 14-102 authorizing the Tax Anticipation Note for FY'2015.

VI. NEW BUSINESS

VII. EXECUTIVE SESSION pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.

VIII. ADJOURNMENT

WORKSHOP WITH ORDINANCE COMMITTEE AFTER ADJOURNMENT

MOTIONS

MOTIONS

14 – 113 No action.

14 – 114 I move to authorize the Town Manager to execute a lease agreement with Verizon for a cell tower at Val Halla maintenance building, pursuant to Planning Board approval.

14 – 115 I move to authorize the Town Manager to execute a Purchase & Sale Agreement with the Maine Central Railroad Company for 13.13 acres located off of Tuttle Road.

14 – 116 I move to amend item # 14-102 authorizing the Tax Anticipation Note for FY 2015 to amplify the approved language to include the attached Order as required by the Internal Revenue Service.

I move to recess to EXECUTIVE SESSION pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.

MINUTES

06/16/14

MINUTES

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, June 16, 2014

6:00 P.M. Call to Order

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

I. **EXECUTIVE SESSION** pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.

Town Council may take action based on results of Executive Session

Motion by Councilor Gruber, seconded by Councilor Edes, to recess to Executive Session pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.

VOTE: 6-0 UNANIMOUS

TIME: 6:04 P.M.

Councilor Storey-King arrived at 6:53 P.M.

Reconvene to regular session at 7:02 P.M.

II. **APPROVAL OF MINUTES**

Motion by Councilor Bingham, seconded by Councilor Edes, to approve the June 2, 2014 minutes as presented.

VOTE: 7-0 UNANIMOUS

III. **MANAGER'S REPORT**

Town Manager Shane introduced Girl Scout Troop 1686 to do a presentation for the Council on their Food Pantry project:

The Girl Scouts explained that they are a troop with members from Cumberland, Yarmouth, and Gray. They have wanted to work on their Journey badge project focusing on local and global food networks. They worked with Kay Fowler from Spring Brook Farm and learned about farming. They were pleased to learn that Spring Brook Farm donates vegetables to the Cumberland Food Pantry. As a culminating part of their journey, they had to design and implement a project that helps their local food network (the Cumberland Food Pantry). Their take action project is something that is required as a group in order to complete their journey. They created a survey to determine the needs and wants of food pantry patrons, and would hold a drive to collect the items most desired. They also created recipes for the food pantry patrons to have access to.

Town Manager Shane introduced Delaney Curtin, Miranda Rico, and Meredith Clark all who just graduated from Greely High School to present their senior project:

Recipes for a Cause

Delaney Curtin, Miranda Rico, and Meredith Clark

Our Senior Project

- Benefitting our community through:
- Recipe Books
- Food Bank Donations
- Awareness in the community through participation

Feeding Our Families

A recipe book filled with all of your favorite teacher's favorite dessert recipes

Made for the senior project of
Meredith Clark
Delaney Curtin
and Miranda Rico



Process

- Collecting Recipes
- Formatting
- Printing/Binding/Laminating
- Selling



Collecting Recipes

You are invited

To participate in
"Feeding Our Families",
a senior project that raises money for our local food bank.
If you choose to participate, we ask that you share your
favorite Family Dessert Recipe with us.
Those recipes will then be compiled into a recipe book that
will be sold to benefit our local food bank.

We thank you for your support
and hope you enjoy working with us!

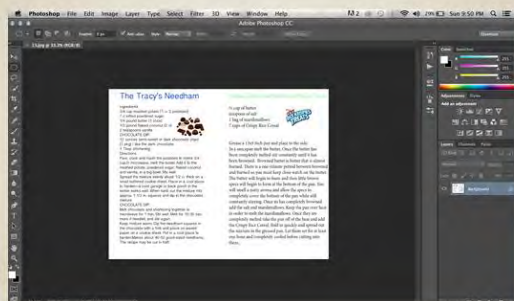
Many thanks,
Delaney Curtin, Meredith Clark, and Miranda Rico



Please email recipes to:
201bmclark@msad51.org

Thank you!

Formatting



Assembling

Printing, Laminating,
Cutting, and Binding by
hand



Selling

Local venues opened their doors to our cause.



Meal Vouchers

Designed to give a meal to a child, adult, or a family.



Challenges

- Printing
- Assembling
- Receiving Recipes
- Time of assembly
- Underestimation of number of books needed to be made

Successes

- Community members willing to donate
- Sold over \$500 in recipe books
- Over fulfilled required senior project hours
- Raised awareness in the community for the local food bank
- Sold over \$100 in meal vouchers

Overview

- Opened our eyes to the generosity in this community
- We had many more challenges than expected
- Valued the time well spent in making a good product
- Learned the value of putting yourself out there

Thank you to:

- All of the teachers who donated recipes
- Mrs. Richardson
- Mrs. Lamson
- Docs Cafe, Claytons, Maine Roasters Coffee, and Mable I. Wilson School
- All those who bought recipe books and meal vouchers and those who supported our cause

The girls presented Councilor Gruber with a check for \$623 for the Food Pantry.

Dan Burr of the Public Works Department announced that he and co-worker Frank Smith competed in the Cumberland County Snow Plow Rodeo recently. Out of 23 teams, they came in first. This is the 4th time that Cumberland has come in first place, more than any other Town. They went on to compete in the statewide competition and came in second place.

IV. PUBLIC DISCUSSION

None

V. LEGISLATION AND POLICY

14 – 100 To swear in newly elected Town Councilors.

Town Clerk, Tammy O'Donnell administered the Oath of Office to Councilors Stiles and Gruber.

14 – 101 Election of Council Chair and Vice-Chair.

Motion by Councilor Turner, seconded by Councilor Bingham, to appoint Councilor Gruber as Council Chair.

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

Motion by Councilor Turner, seconded by Councilor Copp, to appoint Councilor Bingham as Council Vice-Chair.

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

Chairman Gruber will chair the remainder of the meeting.

14 – 102 To hold a Public Hearing to award the Tax Anticipation Notes for FY2015.

Chairman Gruber explained that each year we put out bids to banks in order to get the lowest interest rate.

Finance Director, Heather Perreault explained that the Tax Anticipation Note this year will be \$2,000,000 as opposed to \$3,000,000 borrowed in the past. Because of our improved cash position and general fund balance, we did not need to borrow the larger amount. We received two bids which were very close. Androscoggin Bank had the lower rate.

Motion by Councilor Bingham, seconded by Councilor Turner, to authorize the Town Manager to execute a Tax Anticipation Note with Androscoggin Bank for FY'2015 at an interest rate of 0.70% and a total of \$2,000,000.00.

VOTE: 7-0

UNANIMOUS

14 – 103 To hear a report from the Finance Committee Chair and to authorize the Town Manager to transfer inter-departmental operating funds for FY'14.

Finance Director, Heather Perreault, presented the following:



General Fund Revenue & Expenditure Projections					
	FY14 Budget	YTD @ 5/31	June Est	FY14 Estimate	FY14 Over/ (Under) Budget
General Fund Revenues	24,230,188	23,808,374	408,994	24,217,368	183,439
					Over budget
General Fund Controllable Exp	6,142,568	5,517,745	516,208	6,033,953	(108,615)
General Fund Fixed Exp	16,612,770	15,463,805	1,152,380	16,616,185	3,415
General Fund Total Exp	22,755,338	20,981,550	1,668,588	22,650,138	(105,200)
					Under budget

Estimated Expenditures Departments over Budget

Department	FY14 Budget	FY14 Estimate	Over/(Under) Budget
Administration Total	473,653	502,442	28,789
IT Total	173,759	174,738	979
Fire & Rescue Total	747,807	777,121	29,314
Recreation Total	603,873	611,656	7,783
Library Total	373,483	386,109	12,626
General Assistance Total	32,000	38,288	6,288
Abatements Total	20,000	24,545	4,545
Insurance Total	295,032	332,829	37,797
All other Departments	20,035,731	19,802,409	(233,322)
General Fund Estimate	22,755,338	22,650,138	(105,200)

% Variance to 5 Yr Average Expenditures



General Fund Net Surplus

Estimated FY2014 results:

Homestead exemption received from State	\$ 163,540
Budgeted Overlay	\$ 380,497
Estimated Revenues \$ over budget	\$ 100,000
Estimated Expenditures \$ below budget*	\$ 75,963
Estimated EOY surplus	\$ 720,000

* conservative value for expenditures;
excess savings beyond projection to be allocated
to Blacktrap Road project

End of Year Transfers

GF Unassigned Fund Balance @ 6/30/2013	\$ 1,433,829
GF Total Fund Balance at 6/30/2013	\$ 2,170,663

Add: Estimated End of Year Surplus **720,000**

Subtract transfers for:

VH Operating loss	(125,000)
Transfers to Reserves	(670,000)
Transfer to VH to reduce Due to GF	(295,000)

Projected GF Unassigned Fund Balance @ 6/30/2014	\$ 1,358,829
Projected GF Total Fund Balance @ 6/30/2014	\$ 1,800,663

Questions?

These are preliminary projections.

Final numbers will be presented to the
Finance Committee prior to the Fiscal Year
2015 Tax Commitment.

Motion by Councilor Stiles, seconded by Councilor Storey-King, to authorize the Town Manager to make interdepartmental fund transfers between Departments to close-out the FY 2014 budget, per the recommendations of the Finance Committee.

VOTE: 7-0 UNANIMOUS

Motion by Councilor Bingham, seconded by Councilor Stiles, to authorize the Town Manager to transfer end of year fund balance to the following accounts:

Val Halla Operating Loss	\$125,000
Senior Circuit Breaker Fund	\$ 70,000
Railroad Land Purchase	\$ 40,000
Land Acquisition Reserve	\$250,000
Stump Dump Engineering & Permits	\$ 50,000
Blackstrap	\$150,000
CIP Equipment (shoulder machine, GPS, CB pickup)	\$ 80,000
Land Acquisition	\$ 30,000
FY2013 Authorized Transfer to VH to reduce "due to" from GF	\$425,000
FY2014 Transfer to VH to reduce "due to" GF	\$295,000

And any excess 2014 General Fund to be transferred to the Blackstrap Road project.

VOTE: 7-0 UNANIMOUS

Councilor Stiles reminded the seniors in our community to take advantage of the Senior Circuit Breaker program.

14 – 104 To consider and act on Commercial Hauler's license renewals for FY'15.

Motion by Councilor Stiles, seconded by Councilor Turner, to approve the Commercial Hauler's license renewals for FY'15.

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

14 – 105 FY'15 Town Council Committee Assignments.

Motion by Councilor Stiles, seconded by Councilor Bingham, to approve the FY'15 Town Council Committee Assignments as presented, with one amendment to the PACTS Policy Committee making Town Manager Shane the Representative and Councilor Gruber the Alternate.

VOTE: 7-0 UNANIMOUS

14 – 106 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, 2014 – June 30th, 2015.

Town Manger Shane said that staff is recommending approval.

Chairman Gruber opened the Public Hearing.

Public discussion: None

Chairman Gruber closed the Public Hearing.

Motion by Councilor Stiles, seconded by Councilor Storey-King, to approve the annual temporary Victualer's Licenses for Non-Profit Organizations for the period of July 1st, 2014 – June 30th, 2015.

VOTE: 7-0 UNANIMOUS

14 – 107 To set a Special Town Council Meeting date of June 30, 2014.

Motion by Councilor Bingham, seconded by Councilor Turner, to set a Special Town Council Meeting date of Monday, June 30, 2014 at 7:00 p.m.

VOTE: 7-0 UNANIMOUS

14 – 108 To set a Public Hearing date (June 30th) to consider and act on authorizing the Town Manager to execute a lease agreement with Verizon for a cell tower at Val Halla maintenance building, pursuant to Planning Board approval.

Motion by Councilor Stiles, seconded by Councilor Bingham, to set a Public Hearing date of June 30th to consider and act on authorizing the Town Manager to execute a lease agreement with Verizon for a cell tower at Val Halla maintenance building, pursuant to Planning Board approval.

VOTE: 7-0 UNANIMOUS

14 – 109 To set a Public Hearing date (June 30th) to consider and act on authorizing the Town Manager to execute a Purchase & Sale Agreement with the Maine Central Railroad Company for 13.13 acres located off of Tuttle Road.

Motion by Councilor Stiles, seconded by Councilor Edes, to set a Public Hearing date of June 30th to consider and act on authorizing the Town Manager to execute a Purchase & Sale Agreement with the Maine Central Railroad Company for 13.13 acres located off of Tuttle Road.

VOTE: 7-0 UNANIMOUS

14 – 110 To amend the dollar amount for the municipal property tax levy for LD 1 for FY 2014.

Town Manager Shane explained that this is typically done every year when we set the tax commitment in July, but we missed it during the transition period with the new Assessor. LD1 was the rule to fund 55% of the state education funding, but it also set a cap on what municipal expenditures could be without a vote of the elected body of a municipality.

Motion by Councilor Turner, seconded by Councilor Stiles, that it be ordered, to increase the property tax levy limit to \$4,595,361, pursuant to Title 30-A, Section 5721-A of the Maine Revised Statutes, as amended, it is the intent of the Town Council to increase the commitment to greater than the Property Tax Levy Limit for Fiscal year 2014.

VOTE: 7-0 UNANIMOUS

14 – 111 To set a Workshop and Public Hearing date of July 14th re: amendments to Chapter 200 (Roads and Public Property), Section 2 (Animals at large), and Chapter 17 (Animal Control), Section 3 (Dogs at Large) and Section 5 (Violations and Penalties), of the Cumberland Code.

Motion by Councilor Bingham, seconded by Councilor Copp, to set a workshop and Public Hearing date of July 14th re: amendments to Chapter 200 (Roads and Public Property), Section 2 (Animals at large), and Chapter 17 (Animal Control), Section 3 (Dogs at Large) and Section 5 (Violations and Penalties), of the Cumberland Code.

VOTE: 7-0 UNANIMOUS

14 – 112 To consider and act on authorizing the Town Manager to enter into an agreement with Sevee & Maher to close the construction and demolition landfill at the Public Works facility on Drowne Road.

Town Manager Shane explained that the former stump dump that was closed 20 + years ago was never an issue until the new construction of homes around it. It has since been discovered that it was a construction demolition landfill and not just a stump dump. The construction landfill requires a different type of closure. We need to act fairly quickly to get it permitted by the DEP and site plan reviewed by the Planning Board and get a monitoring system in place by the end of the summer.

Motion by Councilor Stiles, seconded by Councilor Copp, to authorize the Town Manager to enter into an agreement with Sevee & Maher to close the construction and demolition landfill at the Public Works facility on Drowne Road.

VOTE: 7-0

UNANIMOUS

VI. NEW BUSINESS

Councilor Turner – None

Councilor Bingham – he was a guest speaker at the Boy Scouts Court of Honor in North Yarmouth. The Boy Scouts have agreed to take on the project of removing buckthorn from the Town Forest.

Councilor Storey-King – the new Land Use Committee met last week for the first time. It is a rather large committee and she is hopeful that they can accomplish their work by the deadline set by the Council.

She was honored to be able to hand out a number of scholarships at Greely High School's graduation ceremony. She was most honored to give the John M. & Lillian R. Kimball Award to Eliza McKenney. Councilor Storey-King was the recipient of the Kimball Award in 1978.

On June 11th, the Recreation Committee met. They are facing some dire space issues with the closing of 3 gymnasiums (Drowne Road School, Memorial School, and Greely Middle School). Finding space for the community programs is becoming difficult.

Earlier this evening, she was honored to attend a retirement party for Linda Eaton, who has been a teacher in our community for 25 years, and had been an educator for well over 40 years. There were a lot of former Greely teachers in attendance and it was nice to be able to see all of them.

Councilor Gruber – on Election Day, he asked people as they were leaving the polls to take a survey entitled "Working to Keep You in Cumberland". One of the most common things that people want, according to the survey, are places to recreate. We received a lot of tremendous comments and suggestions from those who took the survey. The official results of the survey will be presented at a Town Council meeting in July.

He thanked Councilor Bingham for his moving speech on Memorial Day.

Chairman Stiles – he was also at the polls on Election Day with his 4-H kids collecting donations for the 4-H auction in order to purchase a pig and a steer for the food pantry. They collected in excess of \$2,800. He encouraged people to donate as it will benefit the food pantry.

The gas project on Blanchard Road seems to be going very quickly. They are doing a great job.

Councilor Edes – he thanked Councilor Stiles for his great work as Council Chairman during the past year.

He thanked the citizens of Cumberland for their support at the last election. Even though he lost the election for Cumberland County Sheriff, he appreciated the support of the citizens of Cumberland.

Councilor Copp – longtime resident, Louise Doughty passed away on June 8th. He knew Louise all his life. He never realized what a well-educated woman she was until he read her obituary in the paper. She was a great person and condolences to her family.

Town Manager Shane – this evening was the first of 3 energy fairs that will be held for the public at Val Halla. It went very well and was well attended.

Longtime librarian, Sandra McGowan passed away last week. Sandy worked at our library for 19 years. She was a wonderful lady and will be sadly missed.

VII. ADJOURNMENT

Motion by Councilor Bingham, seconded by Councilor Storey-King, to adjourn.

VOTE: 7-0 UNANIMOUS

TIME: 8:31 P.M.

Respectfully submitted,

Brenda L. Moore
Council Secretary

ITEM

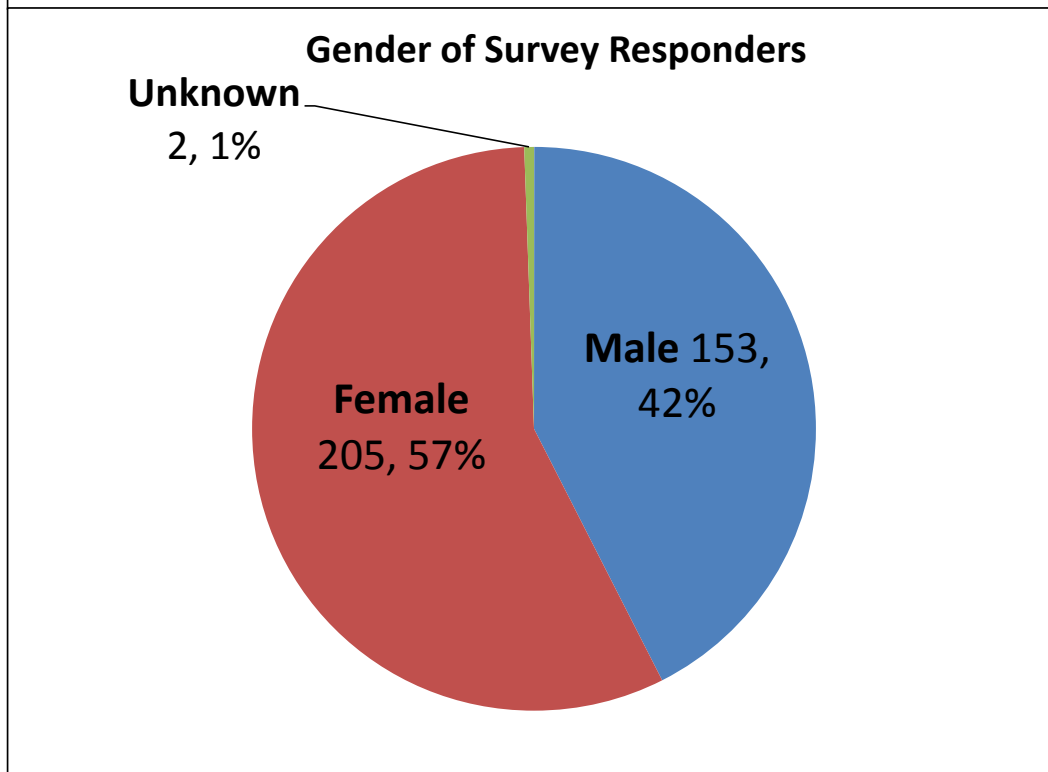
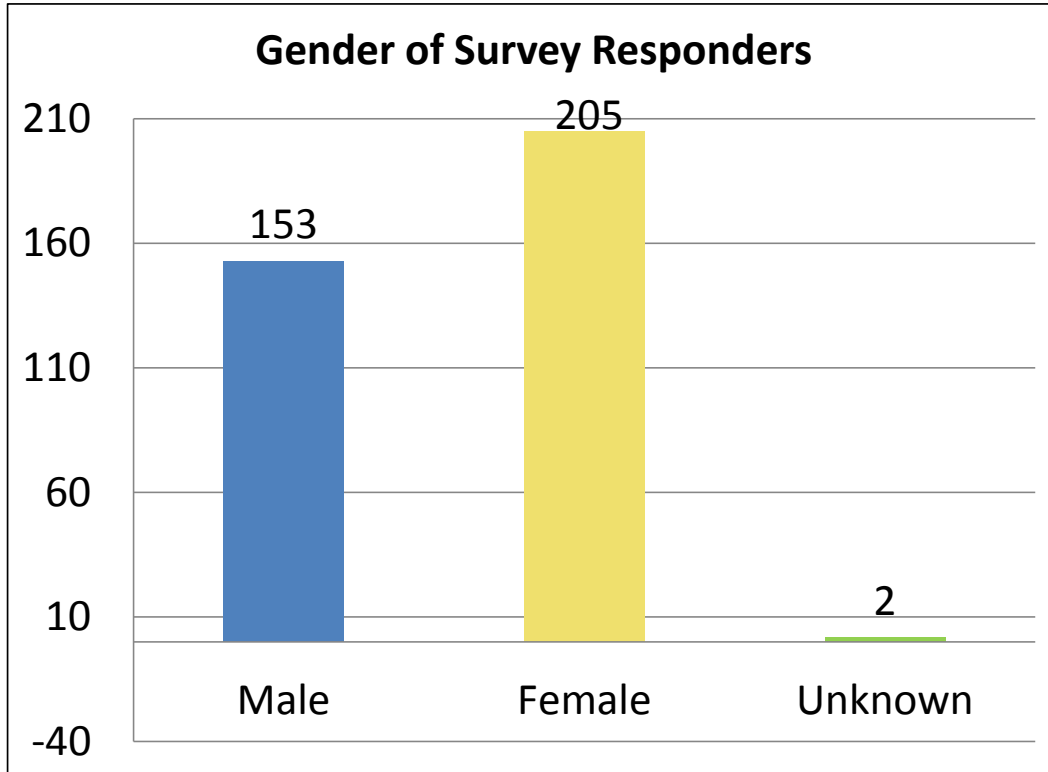
14-113

To hear reports from the Special Projects Coordinators re:

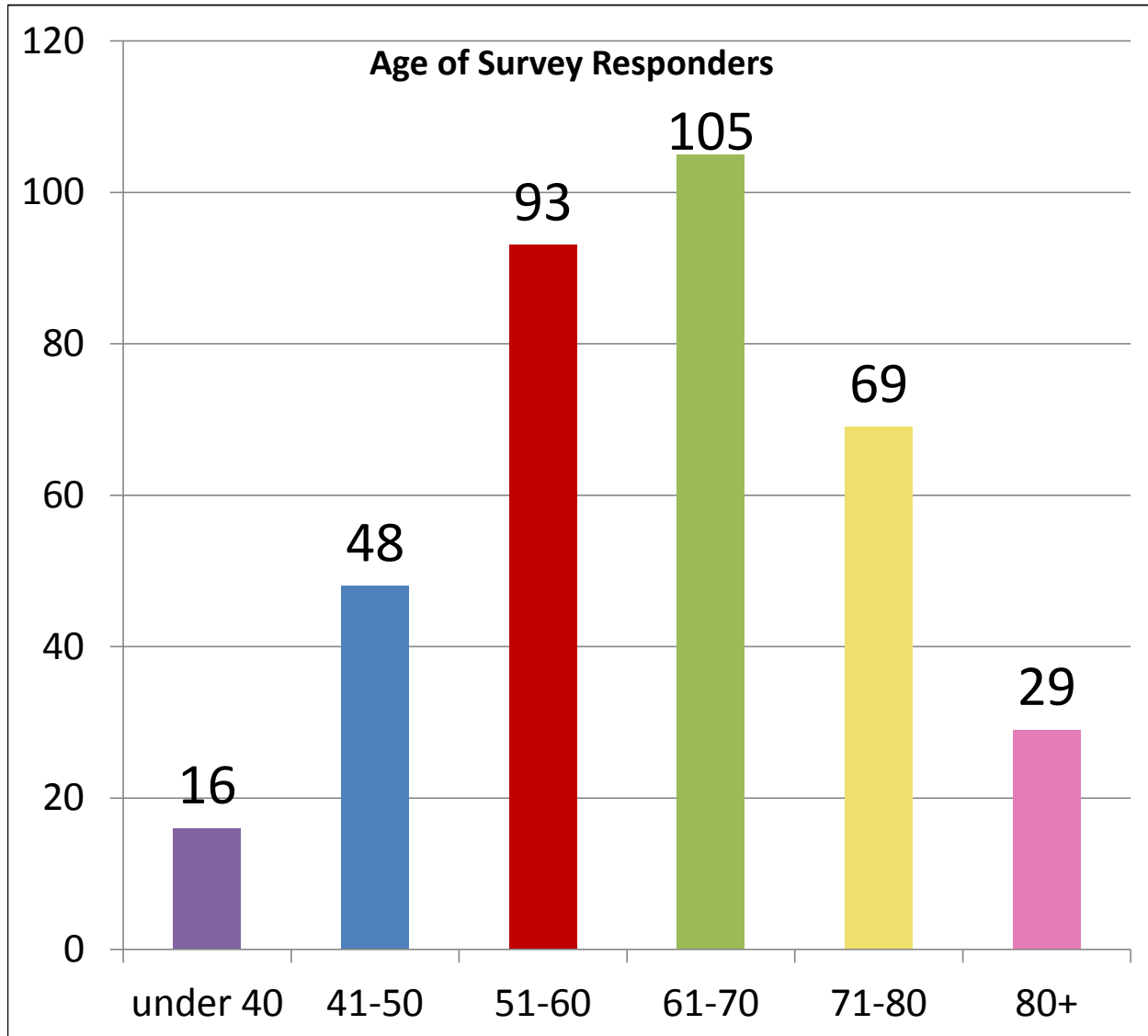
- Senior Citizen survey results
- Cumberland Maine Business Association
- Natural Gas project update

Keeping You In Cumberland!

June 2014 Survey

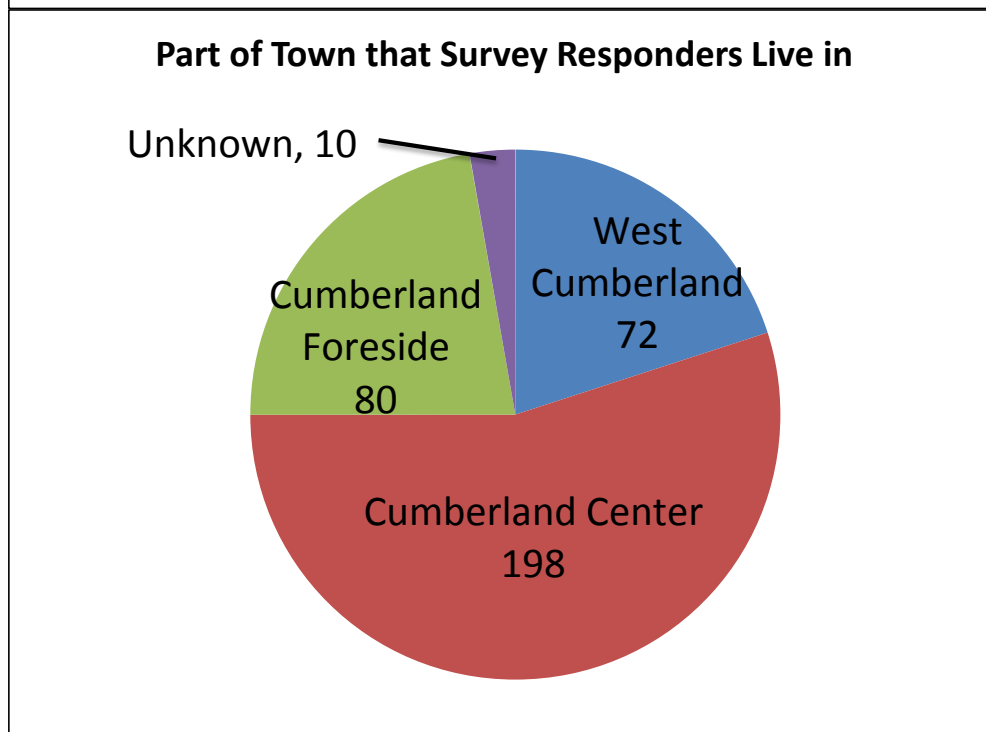
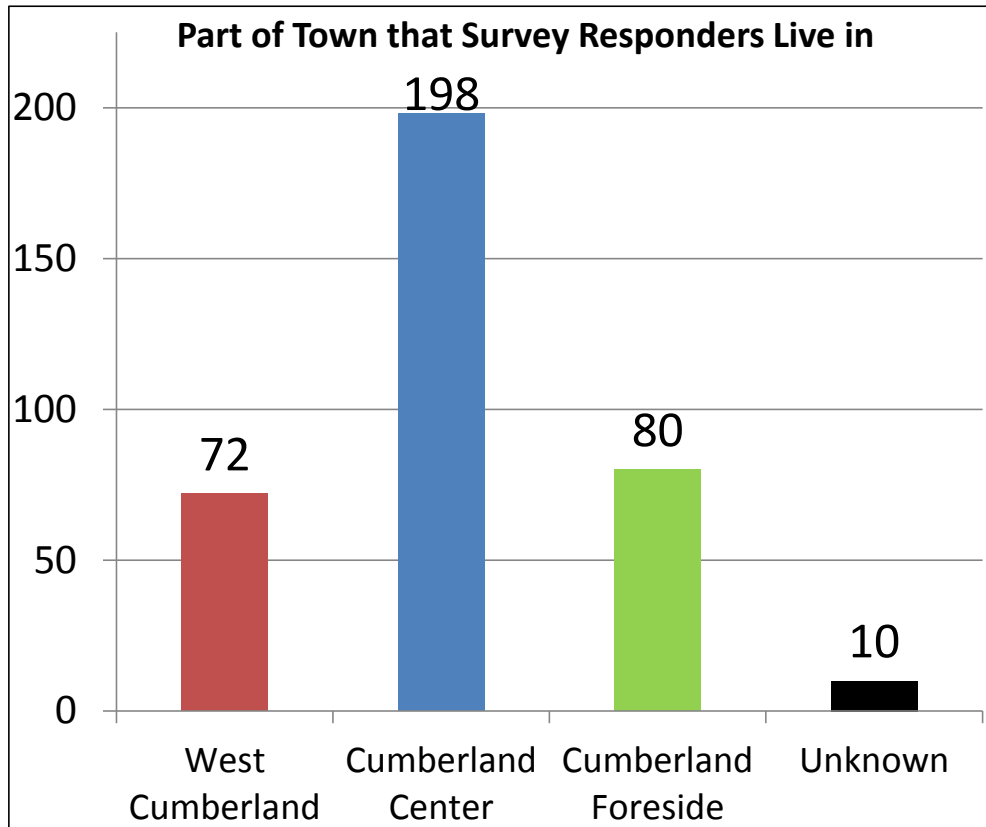


Keeping You In Cumberland!



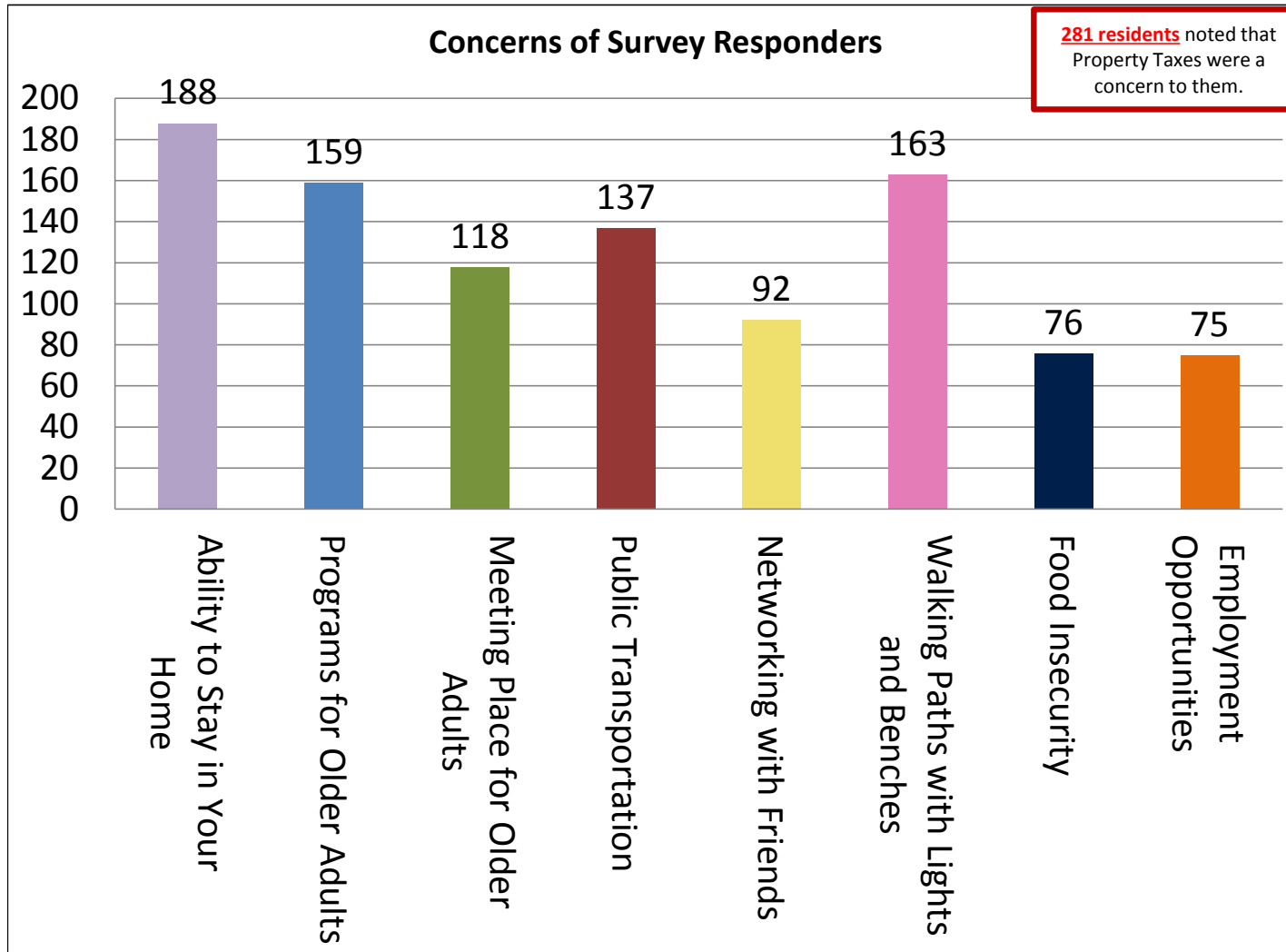
Keeping You In Cumberland!

June 2014 Survey



Keeping You In Cumberland!

June 2014 Survey



Name	Address	City	State	Zip Code	Email Address	Phone Number (H)	Phone Number (M)	Phone Number (W)	Best Way to Contact
Carol Storey	45 Middle Road	Cumberland	ME	04021		829-3939			Phone
Marilyn Brown	67 Hawthorn Court	Cumberland	ME	04021	mabrown@maine.rr.com	829-3886	233-7662		Phone
Susan Martin	128 Orchard Road	Cumberland	ME	04021	smpmartin@maine.rr.com		754-4760	575-8126	Work Phone
Elizabeth Tarantino	29 Daffodil Lane	Cumberland	ME	04021	cfcsecretary@maine.rr.com		504-7032	406-4066	Email
Melissa Lalumiere	23 Turnberry Drive	Cumberland	ME	04021	mclalumiere@aol.com	829-4594	240-4838		Email
Peter Bingham	19 Brook Road	Cumberland	ME	04021					
Barbara Mcinnes	7 Lantern Lane	Cumberland Foreside	ME	04110		781-4187			Phone
April Caron	12 Gray Road	Cumberland	ME	04021	shackleycaron@yahoo.com		272-4569	729-6779 ext: 208	Work Phone
Geraldine G. Sanchez									
Glenn A. Hutchins	7 Crestwood Road	Cumberland	ME	04021	glennhtc@aol.com	829-3997	939-7032		Phone
Mary A. Powers	10 Island Avenue	Cumberland	ME	04021	mpowers.4@roadrunner.com	207-330-8155			
Jill Marsanski's	266 Bruce Hill Road	Cumberland	ME	04021	jmarsanskis@gmail.com	450-9613			Email
Kay Fowler	168 Bruce Hill Road	Cumberland	ME	04021	kayfowler1@myfairpoint.net	829-5977			
Ronald Dillon	234 Bruce Hill Road	Cumberland	ME	04021	rdillon@maine.rr.com	829-4209	650-9948		Email
Jim Higgins	22 Hedgerow Drive	Cumberland	ME	04021	higgins@nlis.net	829-2762	615-3280	767-5576	
John Berrett	34 Foreside Road	Cumberland Foreside	ME	04110	chicagojohnB@gmail.com		831-0164		
Joseph Derby	38 Crossing Brook Road	Cumberland	ME	04021			207-317-1126		
Sally Bancroft	12 October Farm Lane	Cumberland	ME	04021	sjbancroft@gmail.com	829-3793			
Robyn Rawnsley-Dutil	338 Main Street	Cumberland	ME	04021	robynn1973@yahoo.com	829-2702	318-8187		Cell Phone or Email
Daniel Lambert	28 Hedgerow Drive, PO Box 583	Cumberland	ME	04021	maineapothecary@yahoo.com		615-4634		
Pete Wilson	18 Oak Ridge Road	Cumberland	ME	04021	pwilson4@maine.rr.com	829-3365			Email
Rita Farry	216 Range Road	Cumberland	ME	04021	ritafarry@gmail.com	829-6319	415-8761	846-7760	Email or Cell Phone
Mary Lalumiere	36 Val Halla Road	Cumberland	ME	04021	marylalumiere@gmail.com	829-3321	233-6873		Cell Phone
Judith Wohl	120 Range Road	Cumberland	ME	04021	realsister@gmail.com	829-6867	712-2138		Email
Kassi Pitassi	30 Rosa Way	Cumberland	ME	04021	kassi.pitassi@yahoo.com	829-3760			Phone at night
Connie Looke	12 Meadowview Road	Cumberland	ME	04021		829-3634			
Janene Gorham	25 Forest Lane	Cumberland	ME	04021	gorhamjanene3@gmail.com	829-3878	332-0946		
Linda Kinkead	24 Newell Ridge	Cumberland	ME	04021	lkinkead@maine.rr.com	829-2831	838-7458		Cell Phone
Sally Pierce	40 Winterberry Court	Cumberland	ME	04021	pierce1396@aol.com	829-3330			Phone/Email
Dick Rozene	17 Fox Run Road	Cumberland	ME	04021	drozene@gmail.com	829-6484	232-5268		Email
Phyllis Adams	15 Sea Cove Road	Cumberland Foreside	ME	04110	bernardharbor@yahoo.com	747-4674	266-4751		Cell Phone
Dexter Field	308 Harris Road	Cumberland	ME	04021		829-8257			Phone
Bernadette Tanguay	308 Harris Road	Cumberland	ME	04021		829-8257			
Pete O'Donnell	20 Edes Road	Cumberland	ME	04021	podonnel@maine.rr.com		450-5898		
Rosemary Goranites	4 Friar Lane	Cumberland	ME	04021	tigerann19@gmail.com	829-4165			Phone
Kathleen Brown-Hodgetts	250 Gray Road	Cumberland	ME	04021	kbrownhodgetts44@aol.com		272-9900		
Jessica Sturges	117 Longwoods Road	Cumberland	ME	04021	jesturges@yahoo.com		749-6558		Email
Winthrop Wright	16 Blanchard Road	Cumberland	ME	04021	prww31@yahoo.com				
Ron Greco	43 Sturbridge Lane	Cumberland	ME	04021	mubc32@yahoo.com		740-0200		Email
Eleanor Wright	16 Blanchard Road	Cumberland	ME	04021		829-6196			
Susan D. Nolde	10 Willow Lane	Cumberland	ME	04021	epnolde@montanasky.com		331-6312		Phone or Email
Raelene Lewis	PO Box 513	Cumberland	ME	04021		829-3798			
Jean K. Couillard	55 Lower Methodist Road	Cumberland	ME	04021	bcoul@myfairpoint.net	829-5853			Phone
Nancy Storey	Main Street	Cumberland	ME	04021	nantz@maine.rr.com		590-7676		
Matt Jacobson		Cumberland	ME	04110			449-2992		
Matthew S. Goldfarb	17 Granite Ridge Road	Cumberland Foreside	ME	04110	mgoldfarb9@gmail.com		781-7595		

Senior Survey Comments/Suggestions

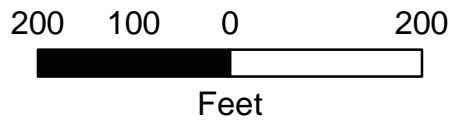
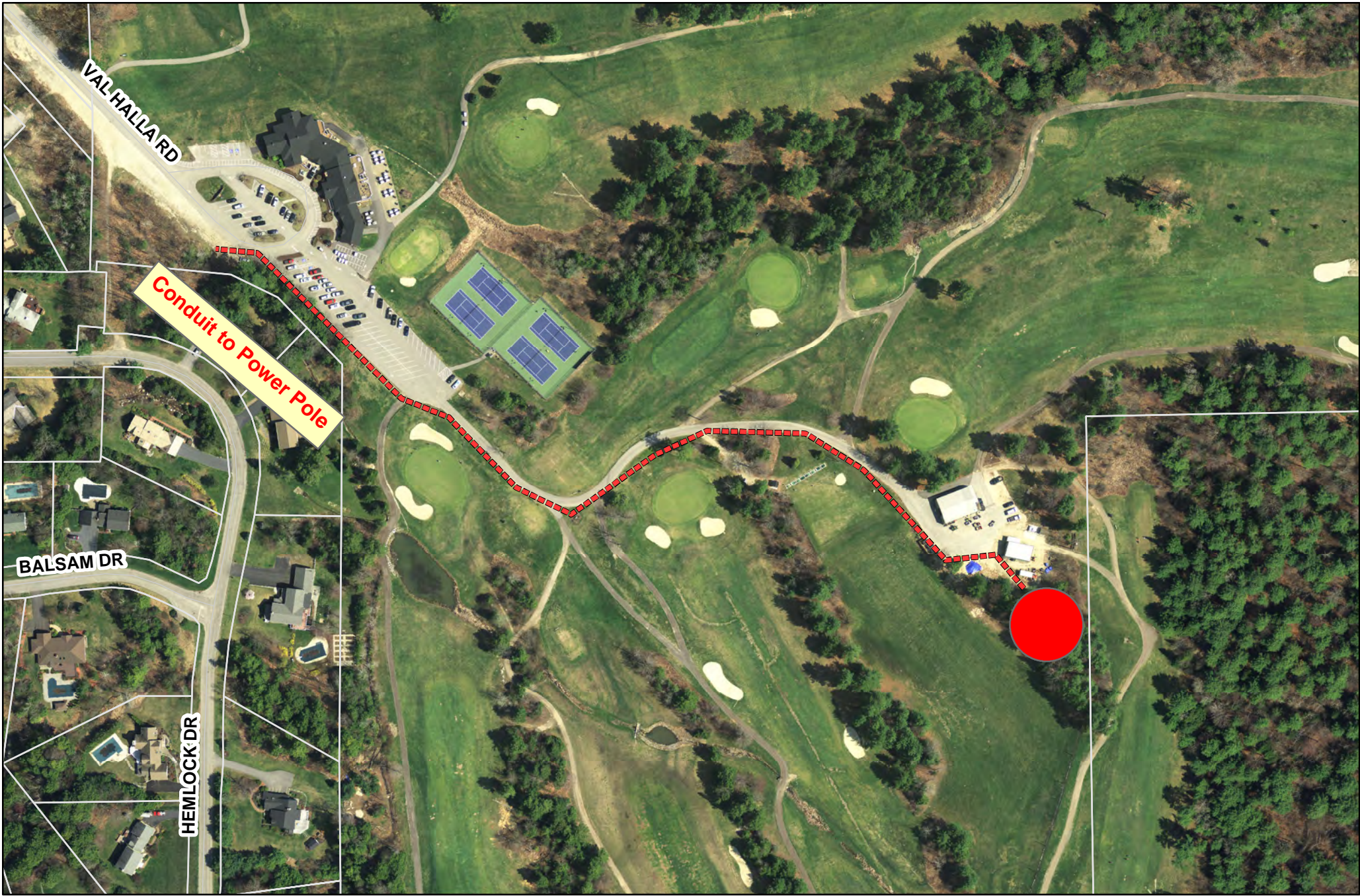
- Lower the budget
- Lower taxes! This means saying no on the little things so the town can say yes on the big things!
- Great ideas for seniors!
- Thanks for doing this!
- Provide educational opportunities for older adults
- Go Tom!
- Nice job!
- I Love the ideas of helping older people on fixed income, but only when means tested (income) **AND** lien placed on property. A young friend gets huge benefits because he chooses not to work, but has great wealth in property and other non-liquid assets.
- Have to move due to increasing taxes
- Anybody over 60 shouldn't have to pay school taxes
- I do not believe that a municipality needs to or should be addressing older/elder issues to the extent___does not address needs, largely due to lack of income/assets
- Thanks!
- How about daily contacts for isolated seniors? Housing for independent seniors?
- Thank you!
- We need to get more **businesses** in town!
- Stop property tax, implement local income tax to replace
- Assisted living/nursing
- Schools should be on a diet
- Encourage home care businesses—directory of
- It would be nice to stay in my home and not be forced out because the school systems always needs more money. It is never enough! I don't like these 12 year wonders! They raise the taxes and then they leave...use with higher taxes!
- 1) develop comprehensive town building energy use reduction goal that includes turning off lights at night and aggressive temperature set back (and set up) settings
2) set goal to become GHG neutral by 2040.
3) Establish and enforce effective public noise ordinance/disturbing the peace ordinance that includes noise, light, odor, etc
- Need public gym or use of school gym
- A livable community should have 10 places you can easily walk to according to the MIT Age Research Lab. Low housing....lighted walk ways
- The school budget needs to have more restraints. It can't just keep escalating especially with the school population on the decline
- Taxes are too much for us at this time
- Cumberland Amtrak Stop
- Seasonal residents—becoming Florida residents within 5 years

- Recreation Programs
- I would like to learn more about Co-Housing---(there are examples on Highway 88 and in Brunswick
- Can we do anything through Community Ed. Community Center?
- Establish neighborhood supported seniors
- Safe walking path on 88
- Please make bike path on Blanchard Road so kids can ride their bikes to school! ☺
- Thank you
- Support passenger rail transportation not only the Downeaster, but also SLR and Mt. Division and Maine Eastern RR for Passenger rail service
- Intergenerational programs
- There are better economic and environmental heating solutions than natural gas. We should give equal support to these other offerings.
- The Town is well-run!
- Property taxes are too high—let people stand on their own 2 feet
- Public transportation only if you can get enough residents to pay for the service
- Food insecurity-police it, Cumberland area residents only
- Employment Opportunities-get info out on jobs and volunteering
- Must grow tax base
- Property tax should be for local service only. Public education should be tied to state tax based on income. Both are easily calculated.
- Town needs to work on state issues around real estate taxes---to give seniors a big break
- Cap property taxes at a certain age
- The town, state, and nation are way too involved in our lives; no need to change anything
- 1.) smaller buses coming out Route 9 on a regular schedule
- 2.) sidewalk to get up to Main Street
- 3.) a path that has sand/salt in winter
- 4.) a note board for employing young (high schoolers or college students) for grass cutting, snow plowing, etc.)
- Thanks
- We are not informed
- Concentrate on reducing taxes---not spending more on tax dollars
- Stop tarring the roads to death
- Retro (?) current inventory
- The taxes have raise 2 years in a row to cover mostly school expenses. It is very difficult to constantly have taxes raised.

ITEM

14-114

To hold a Public Hearing to consider and act on authorizing the Town Manager to execute a lease agreement with Verizon for a cell tower at Val Halla maintenance building, pursuant to Planning Board approval



Verizon Cell / Data Tower

LAND LEASE AGREEMENT

This Agreement, made this ____ day of _____, 2013 between the TOWN OF CUMBERLAND, a municipality with its principal office located at 290 Tuttle Road, Cumberland, Maine 04021, hereinafter designated LESSOR and PORTLAND CELLULAR PARTNERSHIP, a Maine general partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 60 Val Halla Road, in Cumberland, Cumberland County, Maine, and being described as a 30' by 40' parcel containing 1,200 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, Val Halla Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on Tax Map 4 of the Town of Cumberland as Lot 41, and is further described in Deed Book 3710 at Page 277 as recorded in the Cumberland County Registry of Deeds.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-One Thousand Six Hundred Dollars (\$21,600.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. The Agreement shall commence on the first (1st) day of the month following (i) the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or (ii) the date of execution of the Agreement by the Parties, whichever is later (the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the

Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 22. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty-Four Thousand Eight Hundred Forty Dollars (\$24,840.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Twenty-Eight Thousand Five Hundred Sixty-Six Dollars (\$28,566.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to Thirty-Two Thousand Eight Hundred Fifty and 90/100

Dollars (\$32,850.90); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to Thirty-Seven Thousand Seven Hundred Seventy-Eight and 54/100 Dollars (\$37,778.54).

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be negotiated by the Parties prior to the end of the immediately preceding five (5) year term. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSEE shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. The parties agree and acknowledge that LESSOR shall be exempt from the payment of any personal property, real estate taxes, assessments, or charges owed on the Property as long as the Property is owned by a tax exempt governmental entity.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates,

whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. LESSOR shall be permitted to utilize any tower, pole or other antenna support structure installed on the Premises by LESSEE (collectively, "tower") for the purpose of locating an antenna to be used solely for municipal, public safety or public works purposes. LESSOR shall be responsible for any and all costs associated with the installation and maintenance of said antenna, but shall not be subject to any rental payments or fees imposed by LESSEE for any such use of the tower, pole or other structure. It is understood that LESSEE shall have the right to occupy the highest position on the tower, and LESSOR's antenna shall be below LESSEE's equipment and shall have sufficient separation, as reasonably determined by LESSEE, from LESSEE's planned equipment. The installation of said antenna shall be performed in a good and workmanlike manner, in compliance with all applicable Laws (as defined in Paragraph 32 below) and recognized tower industry standards, and utilizing a contractor reasonably approved by LESSEE. LESSOR agrees that it will be permitted to install its antenna only to the extent that there will be no electronic or physical interference with the equipment of LESSEE or other then existing users of the tower. If such interference arises, LESSEE shall have the right to remove LESSOR's antenna from the tower until such time as the interference problem can be remedied by LESSOR. In addition, in the event LESSEE decides to install additional equipment on the tower at a future time, and the presence of LESSOR's antenna would interfere with such additional equipment, LESSEE shall have the right to relocate LESSOR's antenna, at LESSEE's cost, to another elevation on the tower. LESSOR shall maintain its antenna and related equipment in good order and condition, and in accordance with all Laws, and shall promptly repair any damage caused to the tower by the installation, maintenance or use of such antenna. LESSOR shall be responsible for its own utility consumption, which shall be separately metered at LESSOR's cost.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. LESSEE agrees to indemnify, defend and hold LESSOR harmless from and against any and all claims of injury, loss, damage or liability, costs, or expenses resulting from or arising out of the installation, use, maintenance, repair or removal of the Premises and any structures or equipment thereon, or LESSEE's breach of any provision of

this Agreement, except to the extent attributable to the negligent or wrongful act or omission of LESSOR, its employees, agents or independent contractors and to the extent authorized by the Maine Tort Claims Act (14 M.R.S.A. §§ 8101-8118).

Subject to the Limitations of the Maine Tort Claims Act (14 M.R.S.A. §§ 8101–8118), LESSOR agrees to indemnify and hold LESSEE harmless from and against any and all claims of injury, loss, damage or liability, costs, or expenses resulting from or arising out of the negligent or wrongful act or omission of LESSOR, its employees or agents, except to the extent attributable to the negligent or wrongful act or omission of LESSEE, its employees, agents or independent contractors.

10. INSURANCE.

a. LESSEE will maintain at its own cost:

- i. Commercial General Liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence;
- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a minimum combined limit of not less than one million (\$1,000,000) per occurrence; and
- iii. Workers Compensation insurance providing the statutory benefits and not less than one million (\$1,000,000) of Employers Liability coverage.

LESSEE will include the LESSOR as an additional insured on the Commercial General Liability and Auto Liability policies.

b. LESSOR will maintain at its own cost commercial general liability insurance with limits not less than \$1,000,000 in the general aggregate and \$400,000 per occurrence for property damage, bodily injury or death subject to the limitations of the Maine Tort Claims Act (14 M.R.S.A. §§ 8101-8118)

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 28, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 32 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be equal to the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser

or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

17. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

18. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

19. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

20. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Maine, without regard to conflicts of law provisions.

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. In the event of a sale, assignment or transfer to any party, LESSEE shall remain responsible for the payment of any and all amounts due and payable hereunder unless and until LESSEE provides evidence to LESSOR's satisfaction that they buyer, assignee or transferee has agreed to assume all such obligations. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment

hereunder. LESSEE may sublet space on the tower within its sole discretion, upon notice to LESSOR provided, however, that LESSOR shall have the sole right to lease ground space to such other users on commercially reasonable terms. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

22. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Town of Cumberland
290 Tuttle Road
Cumberland, Maine 04021
Attention: Town Manager

LESSEE: Portland Cellular Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

24. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and

on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises. LESSOR represents that it has no knowledge of any substance, ground contamination, chemical or waste (collectively, "substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. LESSEE will not introduce or use any such substance on the Property in violation of any applicable law.

b. Subject to the limitations of the Maine Tort Claims Act (14 M.R.S.A. §§ 8101 – 8118), LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or

industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibilities and liabilities at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSEE's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSOR, and b) any environmental or industrial hygiene conditions arising out of or in any way related to LESSEE's use of the Property or the Premises or activities conducted by LESSEE thereon, to the extent such environmental conditions are caused by LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If

LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

TOWN OF CUMBERLAND

By: _____

William R. Shane, P.E.

Town Manager

LESSEE:

PORTLAND CELLULAR PARTNERSHIP,
d/b/a VERIZON WIRELESS

By Cellco Partnership

Its General Partner

By: _____

David R. Heverling

Area Vice President Network

Exhibit "A"

(Description of Premises)

The Premises consists of a 30 foot by 40 foot square parcel of land situated on the property owned by the Town of Cumberland, Maine, 60 Val Halla Road, Cumberland, Cumberland County, Maine, which property is shown on Tax Map 4 of the Town of Cumberland as Lot 41, and is further described in Deed Book 3710 at Page 277 as recorded in the Cumberland County Registry of Deeds (the "Property").

Together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, Val Halla Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space.

The approximate location of the Premises is shown on Exhibit A-1 attached hereto. Any improvements depicted on Exhibit A-1 within the Premises are illustrative in nature and LESSEE may construct other or different improvements than those depicted.

LESSOR agrees to cooperate with LESSEE to modify the location and boundaries of the Premises if necessary in order to comply with engineering or land use requirements, or conditions imposed by the Town of Cumberland, provided that such modifications will not materially adversely interfere with LESSOR's use of the Property. The Parties shall execute an amendment replacing this Revised Exhibit "A" with a new Revised Exhibit "A" showing the modifications.

EXHIBIT A-1

[Site Plan Depicting Property and Premises]

ITEM

14-115

To hold a Public Hearing to consider and act on authorizing the Town Manager to execute a Purchase & Sale Agreement with the Maine Central Railroad Company for 13.13 acres located off of Tuttle Road



TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland Center, Maine 04021-9321

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

June 23, 2014

Re: Property Acquisition Tuttle Road
Council Action, Monday, June 30, 2014
290 Tuttle Road, Town Council Chambers 7:00 p.m.

Dear Tuttle Road Resident:

The Cumberland Town Council will hold a public hearing on Monday, June 30, 2014 at 7:00 p.m. to consider and act upon authorizing the purchase of 13 acres of land abutting your property off Tuttle Road. The property is being purchased for \$40,000.00. The property abuts the Town Forest and can be accessed by the old railroad bed that was improved for the tree harvesting last winter in the Town Forest.

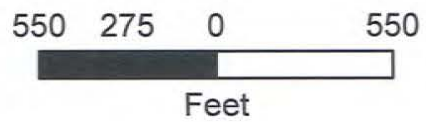
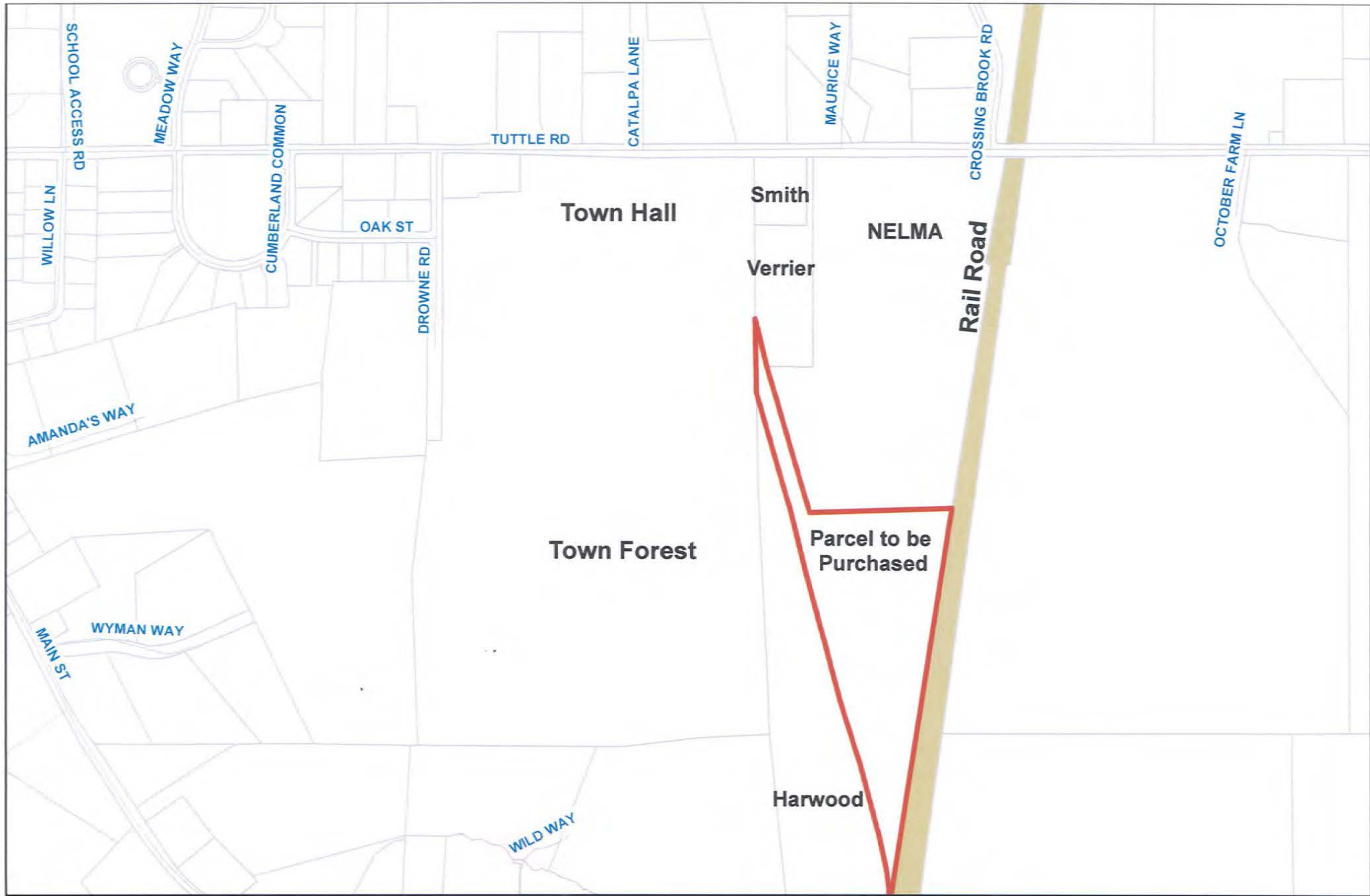
The Town has no immediate plans for the parcel and will notify you should any work or development be proposed in the future.

Please contact me if you have any questions or comments (829-2205 or wshane@cumberlandmaine.com). I will be happy to incorporate your comments into the public record on June 30th if you are not able to attend the Town Council meeting.

Sincerely,

William R. Shane, P.E.
Town Manager

Cc: Town Council



R03/ 49/A / /
FITZ DAVID G
FITZ HELEN D
18 OCTOBER FARM LANE
CUMBERLAND, ME 04021

R03/ 50/ / /
INST NE LUMBER MANUFACTURERS
ASSOC
272 TUTTLE ROAD PO BOX 87A
CUMBERLAND, ME 04021

R03/ 50/A / /
SMITH DOUGLAS E
SMITH CAROL S
280 TUTTLE ROAD
CUMBERLAND, ME 04021

R03/ 50/B / /
VERRIER ROBERT A III
VERRIER SARAH H
276 TUTTLE ROAD
CUMBERLAND CTR, ME 04021-9321

R03/ 51/A / /
TOWN OF CUMBERLAND
290 TUTTLE ROAD
CUMBERLAND CTR, ME 04021-9321

R03/ 53/ / /
MAINE CENTRAL RAILROAD CO
GUILFORD TRANS INDUSTRIES INC
IRON HORSE PARK
NORTH BILLERICA, MA 01862-1681

U07/ 1/ / /
MAINE CENTRAL RAILROAD CO
GUILFORD TRANS INDUSTRIES INC
IRON HORSE PARK
NORTH BILLERICA, MA 01862-1681

U08/ 6/ / /
HARWOOD HUGH F
HARWOOD PAMELA D
135 LONGWOODS ROAD
CUMBERLAND, ME 04021

R03/ 9/ / /
WORMELL LEROY C JR
WORMELL CAROLE A
184 BROOK STREET
WESTBROOK, ME 04092

U09/ 5/E / /
MARCAURELLE MELISSA E
MARCAURELLE BRIAN T
51 WILD WAY
CUMBERLAND CTR, ME 04021



PAN AM SYSTEMS

1700 Iron Horse Park
North Billerica, MA 01862-1681

June 18, 2014

Chris Bolduc
Director of Operations / Public Services
Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

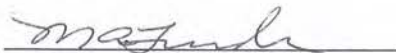
Dear Chris:

I enclose herewith a Purchase and Sale Agreement with regard to the proposed purchase of railroad property located in Cumberland, Maine. This Purchase and Sale Agreement sets forth the various details of our agreement. It should be read carefully, and if you believe that any additions or corrections are necessary, please advise immediately.

If acceptable, the Purchase and Sale Agreement should be executed (in duplicate), and returned to this office with a check for the deposit in the amount of \$4,000.00 within 10 days of your receipt of this letter. The Agreement will then be signed by a proper officer of the Maine Central Railroad Company, and a fully executed copy returned to you.

Time is of the essence in this transaction. In the event that you do not return said Agreement and deposit check within the 10 day period as stated above, the transaction contemplated by the enclosed Purchase and Sale Agreement shall be terminated without recourse to either party.

Very truly yours,
MAINE CENTRAL RAILROAD COMPANY

By: 
Michael A. Twidle
Assistant to the Vice President

MAT/mat
enclosure

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT made as of this day of , 2014 by and between the **MAINE CENTRAL RAILROAD COMPANY**, a Maine corporation with a place of business at Iron Horse Park, North Billerica, Massachusetts (the "Seller") and the party hereinafter identified in Paragraph 1(b) (the "Buyer").

WITNESSETH:

1. The following terms shall have the meanings specified whenever used in this Agreement:

(a) **SELLER:**

Maine Central Railroad Company
c/o Pan Am Systems, Inc.
1700 Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Roland L. Theriault, Vice President - Real Estate

Send a copy of any notice to:

Maine Central Railroad Company
c/o Pan Am Systems, Inc.
1700 Iron Horse Park
North Billerica, Massachusetts 01862
Attention: Michael Twidle, Assistant to the Vice President - Real Estate

(b) **BUYER:**

Town of Cumberland
290 Tuttle Road
Cumberland, Maine 04021

Send a copy of any notice to:

- (c) **PREMISES:** A certain lot or parcel of land containing approximately 13.13 acres, located in Cumberland, County of Cumberland, State of Maine as more particularly shown on the sketch attached to this agreement and marked "Exhibit "A".
- (d) **PURCHASE PRICE:** The agreed purchase price is Forty Thousand and 00/100 Dollars (\$40,000.00)
- (e) **DEPOSIT:** Four Thousand and 00/100 Dollars (\$4,000.00)
- (f) **CLOSING DATE:** November 14, 2014
- (g) **EXHIBITS:** The following exhibits are hereby incorporated by this reference into this Agreement:
 - (i) Exhibit "A": A plan of the Premises entitled: "Maine Central Railroad Company, Office of the Vice President - Engineering, Land Sale Plan, Cumberland, Maine, Line: Freight Main Line, V.S. 1, Map 5,6, Milepost: 186.2, Scale: 1"=300', Date: 5/28/14"
 - (ii) Exhibit "B": Deed.
 - (iii) Exhibit "C": Plan Specifications.
 - (iv) Exhibit "D": Additional Provisions.
 - (v) Exhibit "E": Entry Permit.

2. **PURCHASE AND SALE.** In consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration received by each party, the Seller hereby agrees to sell and the Buyer agrees to purchase the Premises, upon the terms and conditions hereinafter set forth.

3. **TITLE.** The Premises shall be conveyed by a release deed running to the Buyer in a form substantially identical to that annexed hereto and marked Exhibit "B" (the "Deed"). The Deed shall contain no warranties or covenants of title whatsoever and shall convey all of the Seller's right, title and interest in the Premises, subject to the following:

- (a) Provisions of existing building, land use, subdivision control and zoning laws;
- (b) Such real property taxes for the then current tax year as are not yet due and payable on the Closing Date;

(c) Any liens for municipal betterments assessed after the date of this Agreement;

(d) Such agreements, leases, licenses, easements, restrictions and encumbrances, if any, as may appear of record, or otherwise; and

(e) The provisions, conditions and covenants set forth in the Deed and hereby expressly incorporated by reference. The Buyer agrees to signify acceptance of such provisions, conditions and covenants contained in the Deed by executing the Deed at closing.

4. **DEED PLAN.** The Seller's obligations under this Agreement are conditioned upon the Buyer furnishing the following items to the Seller no later than ten (10) days prior to the Closing Date:

(a) A satisfactory linen or mylar deed plan of the Premises (the "Plan") which: (i) is prepared by a registered land surveyor, (ii) is suitable in all respects for recording at the local registry of deeds, (iii) contains a certification by said registered land surveyor as to the actual land area comprising the Premises, (iv) conforms to the requirements set forth in Exhibit "C", and (v) contains such other information as the Seller may reasonably require; and

(b) A description of the Premises by metes and bounds, consistent with and referring to the Plan, which description shall be attached to and become the Exhibit "A" referred to in the Deed.

The Seller agrees to reasonably cooperate with the Buyer or the Buyer's agents to furnish the information necessary for the Buyer to complete the Plan.

To the extent permitted by the Maine Tort Claims Act (14 M.R.S.A. §§ 8101-8118) the Buyer agrees to indemnify the Seller for all loss, cost, damage and expense (including reasonable attorneys' fees and expenses) arising in any way out of the presence or activities upon the Premises by the Buyer, said registered land surveyor or the agents, servants, employees or contractors or any of them, whether such loss, cost, damage or expense is incurred by the Seller, the Buyer, said registered land surveyor, or the agents, servants, employees or contractors of the same, or by others.

5. **ADJUSTMENTS TO PURCHASE PRICE.** Water rates, rents, real estate and other property taxes and sewer charges (collectively, the "Taxes") shall be apportioned as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by the Buyer. If the amount of Taxes is not known at the Closing Date, they shall be apportioned on the basis of the Taxes for the applicable preceding period and reapportioned as soon as verified current information can be obtained. The latter provision shall survive the delivery of the Deed.

6. **FEES, COSTS, AND TRANSFER TAXES.** The Buyer agrees to pay all recording fees and real estate transfer taxes of any description imposed on either the Buyer or Seller on account of this transaction by any government or governmental authority.

7. **CLOSING.** The Deed shall be delivered and the Purchase Price less the Deposit shall be paid by certified or bank cashier's check (and not otherwise) at Iron Horse Park, North Billerica, Massachusetts at 10 o'clock a.m. on the Closing Date, unless the parties otherwise agree beforehand in writing. It is agreed that time is of the essence in all respects to this transaction.

8. **POSSESSION.** The Seller shall deliver possession of the Premises to the Buyer on the Closing Date, subject only to the provisions of Paragraph 3 hereof, the Premises then being in the same condition as they now are, reasonable wear and tear excepted.

9. **SELLER'S DEFAULT.** In the event that the Seller is unable to give title or make conveyance of the Premises to the Buyer in accordance with the terms of this Agreement for any reason, then any payments made by the Buyer to the Seller shall be refunded, the obligations of the parties shall cease, this Agreement shall be void and neither party shall have further recourse against the other.

10. **REMOVAL OF ENCUMBRANCES.** The Seller may use the Purchase Price paid by the Buyer at the time of the delivery of the Deed, or any portion thereof, to clear the title of any mortgage or other title encumbrance not in accordance with the terms hereof, provided that any instrument so procured is recorded as soon as reasonably practical after the delivery of the Deed.

11. **ACCEPTANCE OF DEED.** The Buyer's acceptance of the Deed shall be deemed to be a full performance and discharge of every agreement or obligation of the Seller herein contained, except for such as are, by the terms hereof, to be performed after the delivery of the Deed.

12. **BROKER.** The parties represent and warrant to each other that neither has dealt with any broker in respect to this transaction or the Premises.

13. **DEPOSIT.** The Deposit shall be held by the Seller subject to the terms of this Agreement and shall be duly accounted for at the time of delivery of the Deed. The parties agree that the Deposit shall not bear interest.

14. **WARRANTIES.** The Buyer acknowledges that the Buyer has not been induced to enter into this Agreement, and the transaction contemplated herein, in reliance upon any warranties or representations of any party not set forth herein. The Buyer hereby expressly waives any claims against the Seller for any matters of public record or

matters which a physical inspection of the Premises would reveal. This paragraph shall survive the delivery of the Deed.

15. **BUYER'S DEFAULT.** In the event the Buyer fails to fulfill any one or more of the Buyer's performances under this Agreement, the Seller shall retain the Deposit as liquidated damages. The parties expressly acknowledge that the Seller's damages owing to the Buyer's default hereunder are difficult to ascertain and agree that the Deposit represents a reasonable estimate of the Seller's damages.

16. **APPROVALS, RELEASES.** The Seller's obligations under this Agreement are conditioned upon the Seller obtaining any necessary releases, approvals or permits relating to the sale of the Premises by the Seller from any state or federal government or governmental authority having jurisdiction over the Premises, including but not limited to 23 M.R.S.A. Section 7105. The Seller agrees to proceed with reasonable diligence to obtain any such approvals. In no event, however, shall the Seller be required to obtain subdivision approval from any governmental authority. If subdivision approval is required by applicable law, the Buyer shall obtain it or shall indemnify the Seller from all loss, cost, damage, and expense arising in any way out of the conveyance of the Premises without first having obtained the same. In the event that the State of Maine or its designee exercise the option to purchase pursuant to 23 M.R.S.A. Section 7105 by accepting in writing the offer tendered by the Railroad pursuant to 23 M.R.S.A. Section 7105 within ninety (90) days of the date the offer is made to the State, this agreement becomes null and void, and all deposits paid by the Buyer shall be refunded, and the parties shall have no further recourse hereto.

17. **HAZARDOUS WASTE.** The Buyer hereby acknowledges that the Buyer is purchasing the Premises "as is", "with all faults" and subject to the possible existence of hazardous materials, petroleum products and/or other pollutants regulated by law. Notwithstanding the foregoing, the Buyer, for itself, its successors, assigns and grantees hereby irrevocably waives, gives up and renounces any and all claims or causes of action against the Seller in respect of any claims, suits, and/or enforcement actions, including any administrative or judicial proceedings and any remedial, removal, or response actions ever asserted, threatened, instituted, or requested by any person (including any government agency) on account of: (a) any release of oil or hazardous materials (as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601, *et seq.*) or any applicable state law) on, upon, or into the Premises; and (b) any and all damage to real or personal property, natural resources, and/or harm to persons alleged to have resulted from such release of such oil hazardous materials upon the Premises. This provision shall survive the delivery of the deed.

18. **NOTICES.** Any notice or other communication in connection with this Agreement shall be deemed given when received (or upon attempted delivery if delivery is not accepted). Such notices shall be in writing and delivered by hand or sent either (a) by registered or certified mail (return receipt requested) with the United States Postal Service; or (b) by Federal Express or other similar overnight mail carrier furnishing evidence of

receipt to the sender, at the address set forth in paragraph 1 of this Agreement. Either party may change the address at which notices are to be received by notice given as set forth above.

19. **CONFIDENTIALITY.** The Buyer agrees and acknowledges that Information (hereinafter defined) concerning the Premises obtained by the Buyer in connection with the transaction contemplated in this Agreement (the "Transaction") is unique and confidential to the Seller and shall be held as such to the extent permitted by the Maine Freedom of Access Act (1 M.R.S.A. §§ 401-521). If the Transaction does not take place, for any reason whatsoever (including, but not limited to, breach of this Agreement by either party), the Buyer agrees, in addition to the provisions of paragraph 15 hereof, to turn over to the Seller all (i) plans, (ii) surveys, (iii) reports, (iv) site assessment and environmental reports of any description, (v) soil, vegetation, water, air and other samplings collected at the Premises and the fruits of any research, testing, experimentation or study conducted with the same, and (vi) all plans or other information or documents furnished by the Seller to the Buyer (collectively, the "Information"). Furthermore, in the event the Transaction does not take place, the Buyer warrants to the Seller that all Information has been paid for and is free of any and all liens, ~~and that the Buyer, its officers, agents, employees, directors, shareholders and affiliates shall not disclose the Information to any person, entity or government.~~ The Buyer acknowledges and agrees that the Seller may, in addition to all other remedies available to it, obtain injunctive relief against the Buyer for any breach or threatened breach of the provisions of this paragraph.

20. **RECORDING.** The parties agree that neither this Agreement nor any memorandum thereof shall be recorded at the registry of deeds and that any such recording by the Buyer shall constitute a default by Buyer.

21. **AUTHORITY OF SIGNATORY.** If the Buyer executes this Agreement by agent or representative, such agent or representative hereby warrants and represents to the Seller that he is authorized to execute, acknowledge and deliver this Agreement on behalf of the Buyer and to thereby bind the Buyer to the same. This warranty shall survive the delivery of the Deed.

22. **ASSIGNMENT.** The Buyer may not assign this Agreement, or any interest herein, without the prior written consent of the Seller, which consent shall not be unreasonably withheld.

23. **SEVERABILITY.** If any term of this Agreement or the application thereof to any person or circumstance shall at any time or to any extent be deemed invalid or unenforceable, the remainder of this Agreement and the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected.

24. **NO WAIVER.** No delay or omission on the part of the Seller in exercising its rights under this Agreement shall constitute a waiver of such right or any other right

under this Agreement. Also, no waiver of any such right on one occasion shall be construed as a waiver of it on any other occasion.

25. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the state wherein the Premises lie.

26. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, supersedes all prior oral or written offers, negotiations, agreements, understandings and courses of dealing between the parties relating to the subject matter hereof and is subject to no understandings, conditions, or representations other than those expressly stated herein. This Agreement may only be modified or amended by a writing which states that it modifies or amends this Agreement and which is signed by all parties.

27. **SECTION HEADINGS.** The section headings contained in the Agreement are for reference and convenience only and in no way define or limit the scope and contents of this Agreement or in any way affect its provisions.

28. **MISCELLANEOUS.** This Agreement shall take effect as a sealed instrument and be binding upon and inure to the benefit of the parties and their respective successors, heirs, administrators and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two counterparts, effective as of the day and year first above written.

SELLER:
MAINE CENTRAL RAILROAD COMPANY

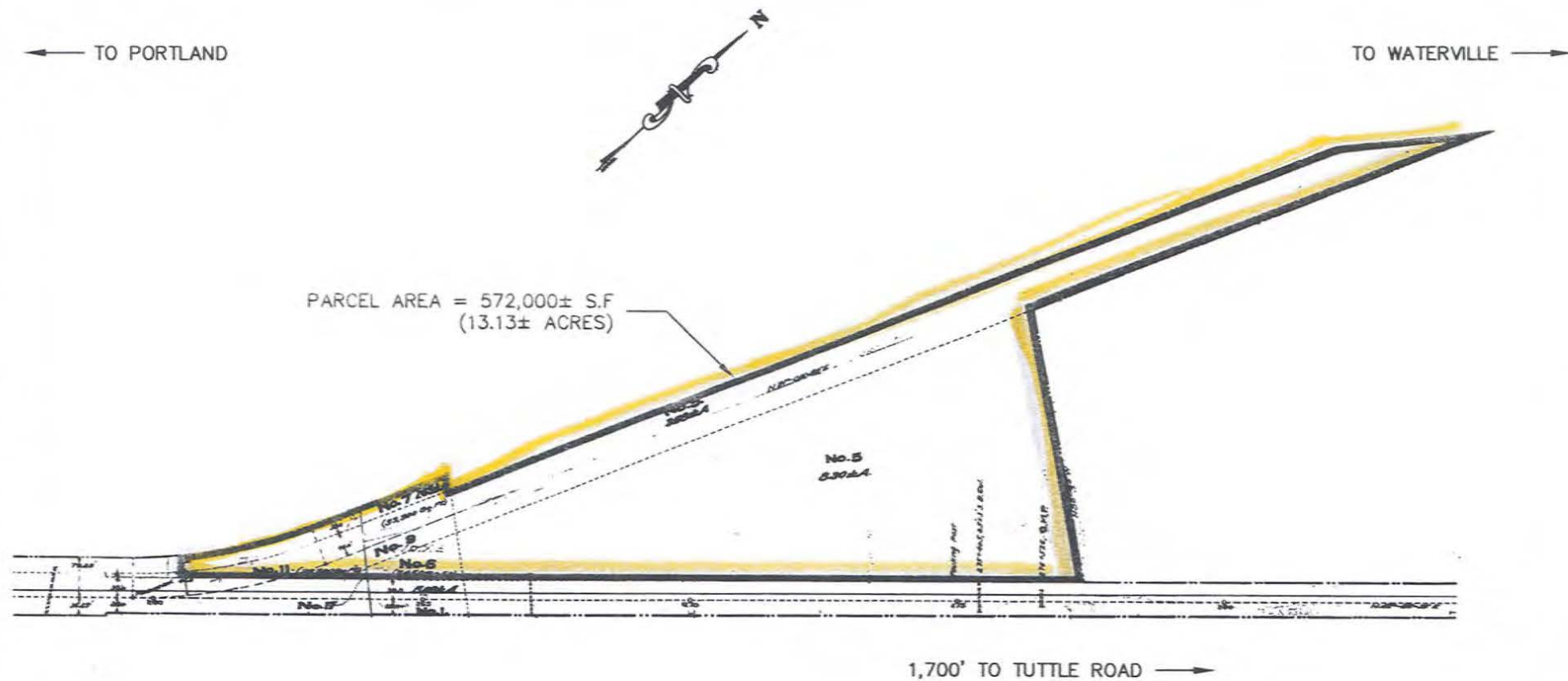
Witness

By: _____
David A. Fink, President

BUYER:
TOWN OF CUMBERLAND

Witness

By: _____



MAINE CENTRAL RAILROAD CO.		
OFFICE OF THE VICE PRESIDENT — ENGINEERING		
LAND SALE PLAN CUMBERLAND, ME		
LINE : FREIGHT MAIN LINE		
V.S. 1	MAP 5, 6	MILEPOST : 186.2
SCALE : 1" = 300'		DATE : 5/28/14
DRAWN BY : M.S.	CHECKED BY : M.A.T.	APPROVED BY : M.A.T.

S#1648

EXHIBIT B

RELEASE DEED

The **MAINE CENTRAL RAILROAD COMPANY**, a corporation duly organized and existing under the laws of the State of Maine, with offices at Iron Horse Park, North Billerica, Middlesex County, Massachusetts (the "Grantor") in consideration of _____ and 00/100 (\$0.00) Dollars paid to it by _____, with a mailing address of _____ (the "Grantee") hereby grants to the Grantee all the Grantor's right, title and interest, without any warranties or covenants of title whatsoever, in a certain parcel of land, and the buildings, bridges, structures, crossings, fixtures and improvements thereon, if any, situated in Lincoln, County of Penobscot, State of Maine (the "Premises") described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND
MADE A PART HEREOF BY THIS REFERENCE.

This conveyance is subject to the following reservations, conditions, covenants and agreements:

1. This conveyance is made without granting any right of way, either by necessity or otherwise, over any remaining land or location of the Grantor.
2. ~~The Grantor hereby reserves a permanent, exclusive right of way and easement in, on, over, under, across and through the Premises for the purpose of accessing, constructing, installing, operating, maintaining, modifying, repairing, replacing, relocating and removing a telecommunications system or other system for transmission of intelligence or information by any means, whether now existing or hereafter devised, including such poles, pipes, wires, fibers, fiber optic cables, repeater stations, attachments, appurtenances, structures or other equipment and property of any description necessary or useful for the same (the "Telecommunications Easement"). The Grantor further reserves the right to freely lease, license, mortgage, assign, pledge and otherwise alienate the Telecommunications Easement. The Grantee hereby covenants with the Grantor to recognize the Telecommunications Easement and, without the payment of any further consideration, to execute, acknowledge and deliver such instruments suitable for recording with the registry of deeds as the Grantor may reasonably require to acknowledge title to the Telecommunications Easement in the Grantor. The Grantor covenants to reasonably repair and restore the surface of the easement area after any work.~~

3. The Grantor excepts from this conveyance any and all railroad tracks, railroad track materials (including, but not limited to, ties, connections, switches and ballast) and/or related equipment of any description located in whole or in part within the Premises (the "Trackage") and this conveyance is subject to the right of the Grantor to enter the Premises from time to time and at any and all times within the ninety (90) day period commencing with and subsequent to the date of delivery of this deed, with such men, equipment and materials as, in the reasonable opinion of the Principal Engineering Officer of the Grantor, are necessary for the removal of the Trackage. Days during the months of December, January, February and March shall not be included in the aforesaid ninety (90) day period. If the Trackage is not removed from the Premises by the expiration of said ninety (90) day period, the Trackage shall be deemed abandoned by the Grantor and shall then become the property of the Grantee.
4. ~~The Grantor excepts from this conveyance any and all advertising signs and/or billboards located upon the Premises which are not owned by the Grantor. Furthermore, this conveyance is subject to the right of the owners of said signs and/or billboards to go upon the Premises and remove them within ninety (90) days from the date of delivery of this deed.~~
5. By the acceptance of this deed and as part consideration therefor, the Grantee hereby assumes any and all agreements, covenants, obligations and liabilities of the Grantor in respect to any underground facilities, drainage culverts, walls, crossings and/or other structures of any nature and description located in whole or in part within the Premises.
6. By the acceptance of this deed and as part consideration therefor, the Grantee agrees to irrevocably waives, gives up and renounces any and all claims or causes of action against the Grantor in respect of claims, suits and/or enforcement actions (including any administrative or judicial proceedings and any remedial, removal or response actions) ever asserted, threatened, instituted or requested by any person and/or governmental agency on account of: (a) any release of oil or hazardous materials or substances of any description on, upon or into the Premises in contravention of any ordinance, law or statute (including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601, et seq., as amended); and (b) any and all damage to real or personal property, natural resources and/or harm or injury to persons alleged to have resulted from such release of oil or hazardous materials or substances.
7. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to build and forever maintain fencing (together with any necessary gates), suitable to the Principal Engineering Officer of the Grantor, along the boundaries of the Premises which are common to remaining land or

location of the Grantor (the "Fences"), if Fences are ever required in the sole and reasonable opinion of said Principal Engineering Officer.

8. This conveyance is subject to the following restriction for the benefit of other land or location of the Grantor, to wit: that from the date of delivery of this deed, the Grantor shall not be liable to the Grantee or any lessee or user of the Premises (or any part thereof) for any damage to any buildings or property upon them caused by fire, whether communicated directly or indirectly by or from locomotive engines of any description upon the railroad operated by the Grantor, or otherwise.

9. By the acceptance of this deed and as part consideration therefor, the Grantee hereby agrees to make no use of the Premises which, in the sole and reasonable opinion of the Principal Engineering Officer of the Grantor, adversely affects, increases or decreases drainage to, from, upon or in any remaining land or location of the Grantor. The Grantee agrees to indemnify and save the Grantor harmless from and against any and all loss, cost, damage or expense including, but not limited to, the cost of defending all claims and/or suits for property damage, personal injury or death arising out of or in any way attributable to any breach of the foregoing covenant.

10. The Grantor excepts from this conveyance any and all overhead, surface or underground signal and communication line facilities of the Grantor located within the limits of the Premises and this conveyance is subject to the Grantor's use of any such facilities in their present locations and entry upon the Premises from time to time to maintain, repair, replace, renew, relay or remove such facilities.

11. Whenever used in this deed, the term "Grantor" shall not only refer to the **MAINE CENTRAL RAILROAD COMPANY**, but also its successors, assigns and affiliates and the term "Grantee" shall not only refer to the above-named Grantee, but also the Grantee's successors, assigns and grantees, as the case maybe.

12. The several exceptions, reservations, conditions, covenants and agreements contained in this deed shall be deemed to run with the land and be binding upon the Grantee forever. In addition to the acceptance and recording of this deed, the Grantee hereby signifies assent to the said several exceptions, reservations, conditions, covenants and agreements, by joining in its execution.

DRAFT

IN WITNESS WHEREOF, the said **MAINE CENTRAL RAILROAD COMPANY** has caused this release deed to be executed in its name and its corporate seal to be hereto affixed by David A. Fink, its President, thereunto duly authorized this _____ day of _____, 2014.

GRANTOR:
MAINE CENTRAL RAILROAD COMPANY

DRAFT

Witness

By: _____
David A. Fink, President

GRANTEE:
TOWN OF CUMBERLAND

DRAFT

Witness

By: _____

DRAFT

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. _____, 2014

On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared David A. Fink, President as aforesaid, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

DRAFT

Notary Public
My Commission Expires:

STATE OF MAINE

, ss. _____, 2014

On this _____ day of _____, 2014, before me, the undersigned notary public, personally appeared _____, as aforesaid, proved to me through satisfactory evidence of identification, which was a Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

DRAFT

Notary Public
My Commission Expires:

EXHIBIT "C"

Two Pages

Engineering Department Minimum Requirements for Deed Plans

1. Title Block shall be similar to the attached sample and located in the bottom right corner of plan.
2. Plan is to include metes and bounds. Physical features. Railroad baseline and engineering stations for the extremities of the parcel to be conveyed, culverts and street locations.
3. Railroad's file number (to be assigned) is to appear in the top right and bottom left corners of plan.
4. Registered land Surveyor's seal and signature must appear on plan.
5. Plan is to meet all requirements of and be acceptable for recording by the appropriate Registry of Deeds.
6. Parcel distance from centerline of location of track must be indicated.
7. No reference to "Railroad" shall appear on plan. The term Boston and Maine Corporation shall be used.
8. Plan to include the tax map and parcel number of area to be conveyed.
9. Two (2) copies of proposed plans shall be submitted for review prior to sending original.
10. Recordable original tracing and linen or mylar duplicate thereof are to be furnished this office. The original tracing will be forwarded to the Real Estate Department at the time of Closing. The duplicate will be retained in the Railroad's permanent files.

All correspondence regarding the particulars of the plan should be addressed to:

Land and Clearance Engineer
Boston and Maine Corporation
1700 Iron Horse Park
North Billerica, MA 01862-1681
(978) 663-1144
Fax (978)663-1199

SAMPLE TITLE BLOCK

LAND IN

WHEREVER, ME

MAINE CENTRAL RAILROAD COMPANY

TO

WHATEVER CORPORATION CO. INC.

SCALE; 1" = 40'

DATE: JANUARY 2, 2014

EXHIBIT "D"

Additional Provisions

29. Prior to entering the Premises, any person or other legal entity acting in the capacity of an independent contractor under contract to the Buyer, including but not limited to surveyors, shall execute a standard Entry Permit in a form substantially identical to that annexed hereto and marked Exhibit "E" (the "Entry Permit").

EXHIBIT "E"

ENTRY PERMIT

In consideration of the terms, conditions and indemnity hereinafter set forth, the Maine Central Railroad Company, a Maine corporation and the Springfield Terminal Railway Company, a Vermont corporation, both of Iron Horse Park, North Billerica, Massachusetts 01862 (collectively, the "Indemnitee") hereby give permission to:

_____, having and address of _____
(the "Indemnitor"), to go upon the Indemnitee's "Premises" commonly known as the _____
_____, located in the vicinity of _____ as shown on Exhibit "A"
(attached), an excerpt of Valuation Section _____ Map _____, subject to the following terms and conditions:

1. The term of this Entry Permit shall commence at 6 o'clock a.m. on _____, 2014 and shall end at 6 o'clock p.m. on _____, 2014.

2. The Indemnitor may enter the Premises under Indemnitee supervision, only for the purpose of _____.

3. The Indemnitor's exercise of the right of entry herein granted is subject to such rules, regulations, restrictions and conditions as the Indemnitee may from time to time impose, including the summary revocation of this Entry Permit.

4. The Indemnitor shall notify the Indemnitee of the Indemnitor's intention to go upon the Premises no later than twenty-four (24) hours prior thereto and shall likewise notify Indemnitor within twenty-four (24) hours after its departure therefrom.

5. The Indemnitor shall promptly reimburse the Indemnitee for all costs associated with the Indemnitor's presence on the Premises, including, but not limited to the following: engineering review fees, legal and document preparation fees.

6. As respects the Indemnitors Use and/or Operations on the Premises, the Indemnitor hereby agrees to defend with counsel acceptable to the Railroad, release, indemnify, protect and hold harmless the Railroad, Pan Am Railways, Inc., their affiliates, successors and assigns, their lessees and licensees and all other lawful occupants of the Premises from and against any and all loss, cost, damage, or expense arising in any way out of Indemnitor's use or possession of the Premises, including, without limitation, all claims or suits for loss or damage to: (i) property of any description or natural resources, (ii) personal injury, sickness or death of any person, (iii) delay damages, (iv) consequential damages, (v) all matters relating to the alteration of wetlands, (vi) breach of any Law, particularly any alleged release of oil or hazardous or otherwise harmful materials or substances (including, but not limited to costs for assessment, remedial or response actions), or (vii) other damages arising in any way out of the Indemnitor's use or possession of Premises, whether such loss, cost, damage, or expense is suffered or caused by the Indemnitor, the Railroad, Pan Am Railways, Inc., their affiliates, successors, assigns, lessees, licensees and/or the officers, agents, employees, or representatives of any of them, or by others, provided that nothing herein is intended to transfer any liability for preexisting environmental conditions attributable to past Railroad operations or the operations of parties other than the Indemnitor and/or its predecessor(s) from the Railroad to the Indemnitor.

7. The Indemnitor may not assign or transfer this Entry Permit.

IN WITNESS WHEREOF, we have executed this Entry Permit effective as of this _____ day of _____, 2014.

NAME OF INDEMNITOR HERE

Witness

By: _____
Name: _____
Title: _____
DRAFT

MAINE CENTRAL RAILROAD COMPANY

Witness

By: _____
Roland Theriault
Vice President-Real Estate
DRAFT

SPRINGFIELD TERMINAL RAILWAY COMPANY

Witness

By: _____
Roland Theriault
Vice President-Real Estate
DRAFT

ITEM 14-116

To amend item 14-102 authorizing the Tax Anticipation Note
for FY'2015

**TOWN OF CUMBERLAND
VOTE OF TOWN COUNCIL
AUTHORIZING TAX ANTICIPATION BORROWING**

Order #

Ordered, that, pursuant to Section 5771 of Title 30-A of the Maine Revised Statutes, as amended, the Town Treasurer is hereby authorized and empowered to borrow money from time to time during the fiscal year ending June 30, 2015 in the principal amount or amounts not exceeding \$2,000,000 at any one time outstanding, in anticipation of the collections or receipts from taxes, by the issuance of tax anticipation notes of the Town, each of which notes shall be designated "Town of Cumberland 2015 Tax Anticipation Notes." All of such tax anticipation notes, and any extensions, renewals or replacements thereof, shall be signed by the Town Treasurer and countersigned by the Chair of the Town Council, shall be payable on or before June 30, 2015, out of money raised by taxation during the fiscal year ending June 30, 2015, shall bear interest payable at maturity at a rate determined in the manner as approved by the Treasurer, and shall contain such other terms and provisions, not inconsistent herewith, and be in such form, as shall be approved by the officers signing the same, whose approval shall be conclusively evidenced by their execution thereof, and

Be It Further Ordered that the Treasurer is hereby authorized to issue the Tax Anticipation Notes in accordance with the terms of the bid letter of Androscoggin Bank, dated June 12, 2014, and

Be It Further Ordered that the notes authorized by the foregoing are hereby designated as qualified tax exempt obligations for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended, and

Be It Further Ordered that the Treasurer of the Town be authorized to covenant with the purchasers of the notes on behalf of the Town and for the benefit of the holders of the notes, that the Town will take whatever steps, and refrain from taking any action, as may be necessary or appropriate to ensure that interest on the notes will remain free from federal income taxes, including without limitation, the filing of information returns and reports with the Internal Revenue Service and the payment of any rebate due to the United States of America.

NEW BUSINESS



Paul R. LePage
GOVERNOR

STATE OF MAINE
OFFICE OF THE GOVERNOR
1 STATE HOUSE STATION
AUGUSTA, MAINE
04333-0001

June 23, 2014

Municipal Administrator
Town of Cumberland
290 Tuttle Rd
Cumberland Center, Maine 04021

Dear Municipal Administrator of Cumberland:

By now, you have received a letter of guidance from the Maine Department of Health and Human Services regarding enforcement of the federal law that prohibits giving General Assistance to illegal aliens. In addition, you may have received contradictory information from Attorney General Janet Mills and the Maine Municipal Association about the guidance from DHHS.

It is not my job to advise you what to do in this circumstance, but I do want to take this opportunity to explain more about my Administration's decision.

Since 1996, when President Clinton and the Republican Congress together enacted sweeping welfare reforms, it has been illegal under federal law for states to provide General Assistance to illegal aliens. The same federal law acknowledges that states could make a legislative decision to offer General Assistance to illegal aliens, but only if they passed new laws after 1996. The Maine Legislature never passed such a law.

DHHS worked with the Office of the Attorney General for months on a proposed rule to exclude certain non-citizens from General Assistance. That proposed rule initially was approved by the Attorney General's office, but Attorney General Mills then said the rule was unconstitutional. We went back and tailored our proposed rule to meet the Attorney General's concerns, but she turned us down again.



PRINTED ON RECYCLED PAPER

We found it inexplicable that the state's top law enforcement official would encourage municipalities to violate federal law. After further investigating the issue, it became clear that a rulemaking process was not necessary to implement existing federal law. Confident with our legal standing and given the Attorney General's intransigence, DHHS decided to provide guidance based on the federal prohibition.

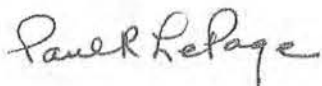
Some have claimed this marks a policy change that should go through the legislative process. Well, it did: our elected Congress enacted this law in 1996, and it remains on the books today. The Maine Legislature has had every opportunity in the past 18 years to pass a law mandating that municipalities provide General Assistance to illegal aliens. They have chosen not to. I fail to understand how DHHS's enforcement of an existing federal law somehow reflects a desire to ignore the will of the people.

During my administration, we have worked to eliminate Maine's status as a sanctuary state. I started by repealing Governor Baldacci's executive order that prevented state employees from asking about immigration status. We also aligned Maine's state welfare payments (TANF) with federal law by eliminating coverage for certain non-citizens.

Enforcing the federal prohibition is another common-sense measure to make sure local taxpayer dollars are helping Mainers, U.S. citizens or those living here with legal status. I expect the head of each municipality to communicate with DHHS to certify in writing compliance with federal law.

If DHHS finds that a municipality fails to comply with the law, it will cut off all General Assistance reimbursement to that community. I encourage you to send any questions on how to comply as soon as possible to DHHS officials so they may help you.

Sincerely,

A handwritten signature in cursive script, reading "Paul R. LePage".

Paul R. LePage
Governor



Maine Fire Chiefs' ASSOCIATION

Local Government Center 60 Community Drive Augusta, Maine 04330-9486

Officers

President
Chief Daniel Moore
Town of Wells

1st Vice President
Chief Kenneth A. Brilliant
Town of Brunswick

2nd Vice President
Chief Kevin Guimond
City of South Portland

Sgt. At Arms
Chief Duane Bickford
Town of Fairfield

Correspondence Secretary
Chief Darrel Fournier
Town of Freeport

Treasurer
Chief William St. Michel
Town of Durham

Board of Directors (3-yrs.)
Chief Richard Spofford
Lincoln County

Asst. Chief Thomas Higgins
Penobscot County

Chief Bernard Williams
Somerset County

Chief Thomas Doe
Waldo County

Chief Robert Posick
Washington County

Board of Directors (2-yrs.)
Chief Marc Veilleux
Androscoggin County

Chief Michael Thurlow
Cumberland County

Chief Michael Bender
Hancock County

Vacant
Knox County

Vacant
Piscataquis County

Chief John Duross
York County

Board of Directors (1-yr.)
Chief Darrell White
Aroostook County

Chief Terry Bell
Franklin County

Chief Gary Petley
Kennebec County

Asst. Chief Ken Dixon
Oxford County

Chief Brian Stockdale
Sagadahoc County

Past President
Chief Stephen Nichols, Sr.
Town of Kennebunk

William Shane
Town Manager
Town of Cumberland
290 Tuttle Rd
Cumberland Center, ME 04021

Dear Mr. Shane,

On behalf of the Maine Fire Chiefs' Association, it is my pleasure to inform you that Chief Daniel Small has applied for and been accepted as having met the professional development criteria of the MFCA certification program, Chief Fire Officer Level III.

Chief Small is now a certified Fire Chief in the State of Maine. The program represents Chief Daniel Small's commitment to public service and professional excellence. The Town of Cumberland can be proud to have its Chief.

Chief Daniel Small will be recognized for receiving this certification at the MFCA Membership meeting being held on Thursday, July 17, 2014 at 9:00 a.m. at the Hope Fire Station, Hope ME. Enclosed is brochure/registration form for your use in the event that you are able to attend.

Sincerely,

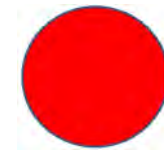
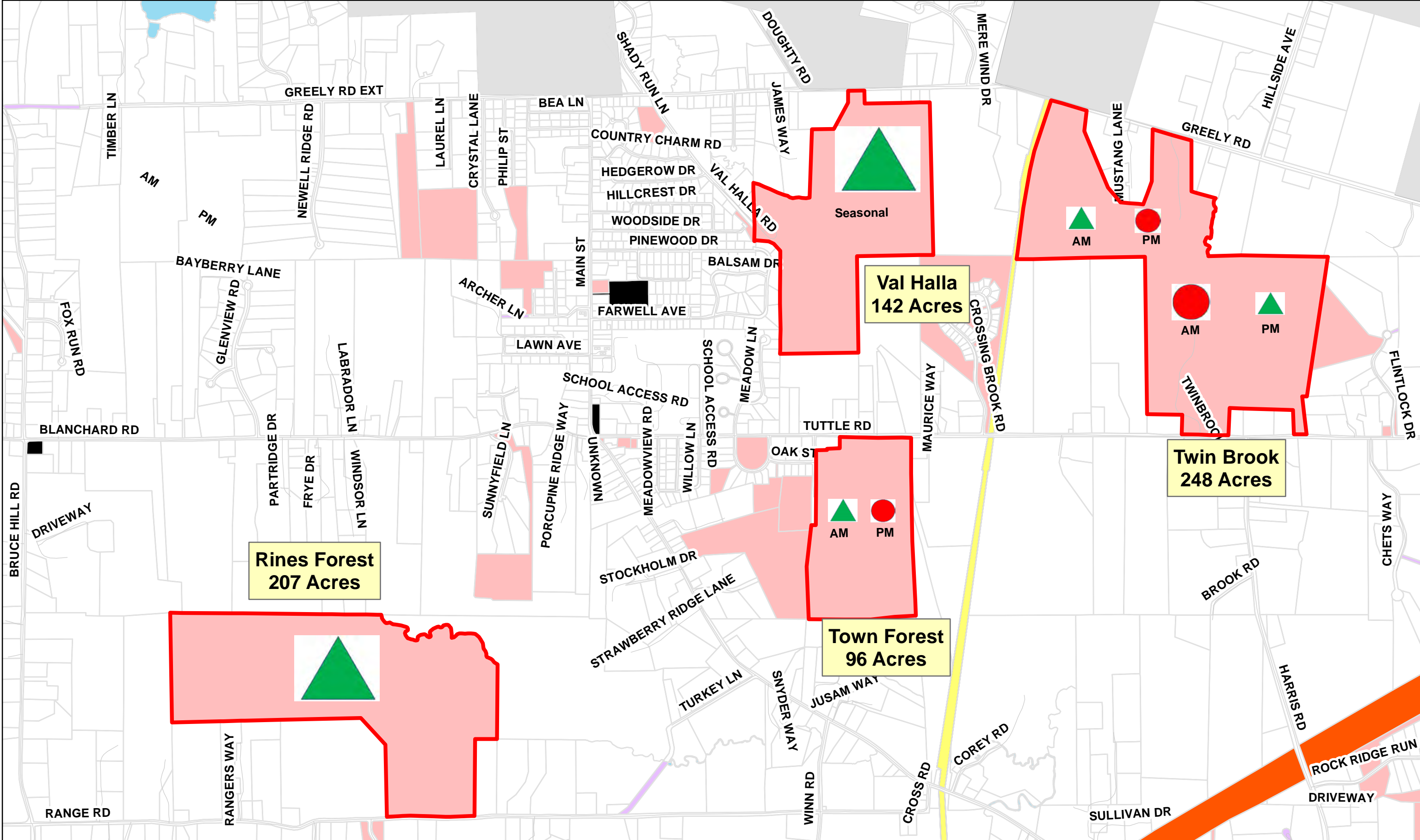
Chief William St. Michel

Chief St. Michel
Chair of the MFCA
Certification Committee

Encl

WORKSHOP

WITH ORDINANCE COMMITTEE

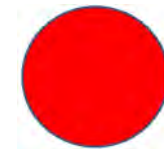
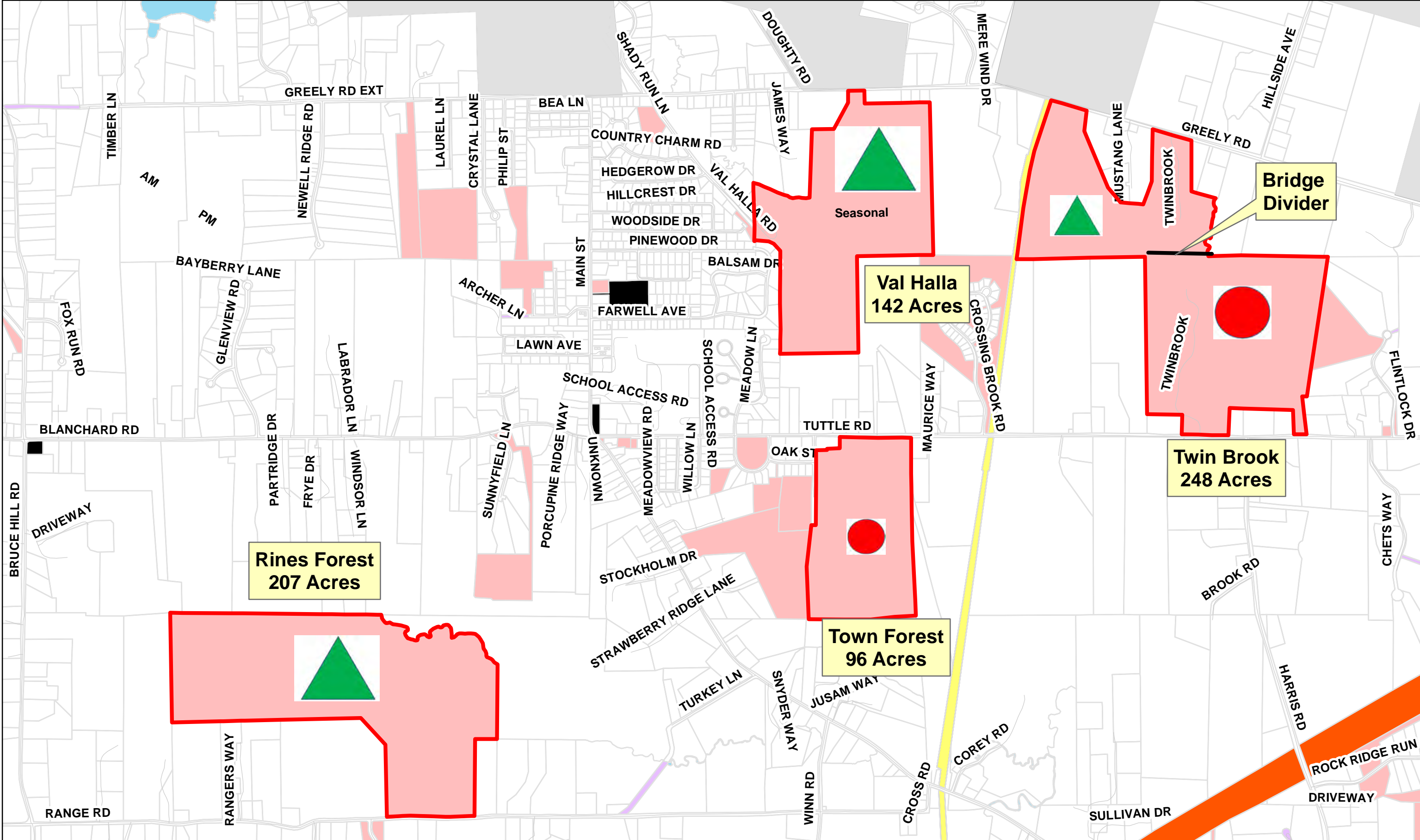


Leash Only



Voice Command

Option 1



Leash Only



Voice Command

Option 2

Chapter 17. ANIMAL CONTROL

**[HISTORY: Adopted by the Town Council of the Town of Cumberland 10-26-2009.
Amendments noted where applicable.]**

§ 17-1. Purpose and authority.

- A. The purpose of this chapter is to require that all animals in the Town of Cumberland be kept under control of their owner or keeper at all times so they will not injure persons or other animals, damage property, or create a public health threat.
- B. This chapter is enacted pursuant to the authority in 30-A M.R.S.A. §§ 2101 and 3001, and the purpose of this chapter is to provide regulations in addition to those contained in Title 7 of the Maine Revised Statutes Annotated with respect to controlling companion animals throughout the Town of Cumberland in the interest of the health, safety and general welfare of its residents.

§ 17-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

ANIMAL

Every living creature not a human being.

AT LARGE/STRAY

Off the premises of the owner and not under the control of any person whose personal presence and attention would reasonably control the conduct of the companion animal. "Premises" includes residences, including land and buildings, and motor vehicles belonging to the owner or keeper of the companion animal.

COMPANION ANIMAL

A cat or a dog.

CONTROL

The power or ability to direct the proper and safe activity of an animal.

DANGEROUS DOG

A dog that bites an individual not trespassing on the dog owner's or keeper's premises at the time of the bite or a dog that causes a reasonable and prudent person who is not on the dog owner's or keeper's premises and is acting in a reasonable and nonaggressive manner to fear imminent bodily harm by assaulting or threatening to assault that individual or that individual's domestic animal. "Dangerous dog" does not include a dog certified by the state and used for law enforcement use.

DOG

Any of large and varied groups of domesticated animals in the canine family.

KEEPER

A person in possession or control of an animal.

LEASH

A handheld device which can be used to restrain a companion animal if the companion animal fails to respond to voice commands. In cases where a leash is required by law or ordinance or by order of a law enforcement officer, the owner or responsible party will be required to use a leash of 15 feet or less.

LICENSED DOG

A dog whose owner or keeper has presented to Town officials evidence that the dog has been vaccinated against rabies and has paid the annual registration fee for the dog.

NUISANCE COMPANION ANIMAL

A companion animal which, by loud, frequent and continual barking, howling, or other loud or unusual noises, unnecessarily annoys or disturbs any person at any time.

OWNER

Any person, firm, association or corporation owning, keeping or harboring an animal.

RESPONSIBLE PARTY

Any person who has possession or custody of a companion animal. If a companion animal is in violation of the restrictions of this chapter, the owner of the companion animal and the responsible party are jointly and severally liable for the violation.

VOICE CONTROL

The dog returns immediately to and remains by the side of the responsible party in response to the responsible party's verbal command.

§ 17-3. Dogs at large.

It is unlawful for any dog, licensed or unlicensed, to be at large, except when used for hunting. The owner of any dog found at large shall be subject to the civil penalties provided in Title 7, Chapter 719, of the Maine Revised Statutes Annotated.

Dogs at large found on public property are also subject to the regulations set forth in Section 200-2 of this Code.

§ 17-4. Impoundment or return of companion animals at large.

All companion animals found at large/stray in violation to Title 7, Chapters 719 and 720, of the Maine Revised Statutes Annotated may be impounded at the animal shelter or returned to the owner, at the discretion of the Animal Control Officer.

§ 17-5. Disposition of impounded animal.

An owner is entitled to resume possession of any impounded animal provided that all provisions of this chapter have been met and that all impoundment fees due under the provisions of this chapter have been paid. Any animal not claimed after the owner has been notified may be classified as an abandoned animal, and the animal's owner may be subjected to all civil penalties authorized by Title 7 of the Maine Revised Statutes Annotated.

§ 17-6. Impoundment and boarding fees.

An owner may reclaim an impounded companion animal at the animal shelter by paying to the Town of Cumberland a fee established by order of the Town Council for each companion animal, plus the boarding fee established by the shelter. The shelter will collect the Town's impound fee.

§ 17-7. Animal noise.

A. Except as provided in Subsections **B** and **C** below, no owner shall permit or allow any companion animal to bark, howl or make other sounds common to its species if such sounds recur in steady, rapid succession for 20 minutes or more or recur intermittently for one hour or more.

B. Subsection **A** shall not apply if any companion animal is situated or by other legitimate cause for provocation.

C. Subsection **A** shall not apply to farm animals kept on a property located in the Town of Cumberland. For purposes of this exception, dogs are not farm animals and kennels are not farms.

§ 17-8. Violations and penalties.

~~A. Any persons who violate § 17-7, Animal noise, Subsection A, shall be subject to a civil penalty of not less than \$50 and not more than \$250 plus costs for each offense.~~

~~B. Any person who violates any other section of this chapter shall be subject to a civil penalty of not less than \$100 and not more than \$500 plus costs for each offense.~~

~~C. All civil penalties collected pursuant to this chapter shall be recovered for the use of the Town of Cumberland and deposited in the separate account required by Title 7 of the Maine Revised Statutes Annotated.~~

~~D. The fine for failure to obtain a dog license shall be \$100.~~

A. Any persons who violate § 17-3, Dogs at large, or §17-7, Animal noise, Subsection A, shall be subject to a civil penalty of not less than \$50 and not more than \$250 for the first violation and not less than \$100 nor more than \$500 for each subsequent offense.

B. All civil penalties collected pursuant to this chapter shall be recovered for the use of the Town of Cumberland and deposited in the separate account required by Title 7 of the Maine Revised Statutes Annotated.

C. The fine for failure to obtain a dog license shall be \$100.

Chapter 200. ROADS AND PUBLIC PROPERTY

Article I. Roads and Town-Owned Property

[Adopted 5-20-1985]

§ 200-1. Digging up street or highway.

No person, except by direction of the Road Commissioner, when acting within the scope of his authority, shall dig up any part of a street, highway, or Town way without first obtaining written permission from the Town Council. Whoever violates this section shall be punished as provided in § 200-5.

~~§ 200-2. Animals at large.~~

~~Whoever, being the owner or person having the care of any sheep, swine, horses, oxen, cows, or other grazing animals, shall permit or suffer them to go at large or to graze on any street, lane, park, square, cemetery or other public place within the limits of the Town of Cumberland, or permit any such animal to go or stand upon any sidewalk therein, and whoever shall fasten any horse or other grazing animal to any tree growing in any street, public way or park within said limits, shall be punished as provided in § 200-5.~~

§ 200-2. Animals at large.

Whoever, being the owner or person having the care of any sheep, swine, horses, oxen, cows, or other grazing animals, shall permit them to go at large or to graze on any street, lane, park, square, cemetery or other public place within the limits of the Town of Cumberland, or permit any such animal to go or stand upon any sidewalk therein, and whoever shall fasten any horse or other grazing animal to any tree growing in any street, public way or park within said limits, shall be subject to violations as provided in § 200-5.

Dogs shall be considered at large when on Town-owned public property such as cemeteries, Prince Memorial Library, the Cumberland Historical Society, Town Hall, and any other town-owned open space located within 200 feet of a residential property, as well as all MSAD 51 property and athletic fields unless controlled by a leash of not more than 15 feet in length.

Dogs are permitted in the Rines Forest and on all Town-owned open space located more than 200 feet from a residential property, except as otherwise specifically excluded above, provided they are on leash or under voice control. Dogs shall be permitted on all other Town-owned property pursuant to the times and rules as designated in the table below:

	Twin Brook (Tuttle Road)	Twin Brook (Tuttle Road)	Twin Brook (Greely Road)	Twin Brook (Greely Road)	Val Halla	Val Halla
	3/1 – 12/1	12/2 -2/28	3/1 – 12/1	12/2 – 2/28	3/01– 12/1	12/2 – 2/28
Open – Noon	Voice Control	Not Allowed	Leash Only	Voice Control	Not Allowed	Voice Control
Noon – Close	Leash Only	Not Allowed	Voice Control	Voice Control	Not Allowed	Voice Control
During Organized Activities	Leash Only	Not Allowed	Leash Only	Voice Control	Not Allowed	Voice Control

Voice control shall mean that the dog returns immediately to and remains by the side of the owner in response to the owner's verbal command. The owner of a dog under voice control shall have in hand at all times a leash of not more than 15 feet in length in order to restrain the dog as needed. A leash shall not include an electronic control collar or other device. Owner shall mean any person who is an actual owner of a dog or is in possession or keeping of a dog on public property. No more than two dogs shall be under the control of one owner at one time while on public property.

Public property shall mean all land owned by the Town of Cumberland, including without limitation Twin Brook Recreation Area, the Rines Forest, the Town Forest and Val Halla Golf Course and Recreation Center. All additional regulations and policies as adopted by the Town Council for specific public property as well as Chapter 17, Animal Control, of this Code shall also apply to animals at large and owners. Where the provisions of this Chapter and another applicable policy or Chapter are in conflict, the more restrictive provision shall apply.

§ 200-3. Removing or damaging trees and plants.

Whoever, except a person employed by the Town for the purpose, removes, mutilates, damages, or destroys any ornamental tree, shrub, flower, or other plant, planted or growing in any cemetery or other public property of the Town, shall be punished as provided in § **200-5**.

§ 200-4. Woodlots; forest management.

- A. Whenever the Town becomes the owner, by reason of three or more tax deeds or tax liens on which the period of redemption has expired, of any woodlot within the Town, the Town Council shall have such woodlot appraised by a trained forester and after such appraisal shall determine whether or not it is in the best interests of the Town to hold such woodlot as a part of the Town forest. The determination of the Town Council to hold a woodlot as part of the Town forest shall be recorded by the Town Clerk, and thereafter it shall never be sold except after a vote by the Town Council to do so.
- B. Immediately after a woodlot is designated as part of the Town forest, the Town Council shall locate the bounds of the lot and have them plainly marked and shall place suitable signs on the lot identifying it as property of the Town of Cumberland.
- C. The Town forest shall be managed by the Town Council. The Council shall seek the recommendations of the Forestry Department of the University of Maine and advice of the Maine Extension Service Forester, or other trained person, when cutting, thinning or planting in the Town forest and in all other places of forest management.

§ 200-5. Violations and penalties.

~~Whoever violates § **200-1**, **200-2** or **200-3** of this article shall be punished by a fine of not less than \$50 nor more than \$250.~~

Whoever violates § **200-1**, **200-2** or **200-3** of this article shall be subject to a civil penalty of not less than \$50 nor more than \$250 for the first offense and not less than \$100 nor more than \$500 for each subsequent offense.

OR

Dogs shall be considered at large when on Town-owned public property such as cemeteries, Prince Memorial Library, the Cumberland Historical Society, Town Hall, and any other town-owned open space located within 200 feet of a residential property, as well as all MSAD 51 property and athletic fields unless controlled by a leash of not more than 15 feet in length.

Dogs are permitted in the Rines Forest and on all Town-owned open space located more than 200 feet from a residential property, except as otherwise specifically excluded above, provided they are on leash or under voice control. Dogs shall be permitted on all other Town-owned property pursuant to the times and rules as designated in the table below:

	Twin Brook (Tuttle Road)	Twin Brook (Tuttle Road)	Twin Brook (Greely Road)	Twin Brook (Greely Road)	Val Halla	Val Halla
	3/1 – 12/1	12/2 -2/28	3/1 – 12/1	12/2 – 2/28	3/01– 12/1	12/2 – 2/28
Open Hours	Leash Only	Not Allowed	Voice Control	Voice Control	Not Allowed	Voice Control
During Organized Activities	Leash Only	Not Allowed	Leash Only	Voice Control	Not Allowed	Voice Control