

AGENDA

Cumberland Town Council Meeting
Town Council Chambers

MONDAY, August 25, 2014

6:30 P.M. Council Photos

7:00 P.M. Call to Order

I. CALL TO ORDER

II. APPROVAL OF MINUTES

August 11, 2014

III. MANAGER'S REPORT

IV. PUBLIC DISCUSSION

V. LEGISLATION AND POLICY

- 14 – 144** To hear a report from Siemens re: Town owned building energy audit.
- 14 – 145** To hold a Public Hearing to consider and act on authorizing bonding of \$600,000.00 for Senior Housing roofs and heating systems.
- 14 – 146** To receive a Certificate of Sufficiency of Petition from the Town Clerk.
- 14 – 147** To set a Public Hearing date (September 8th) to consider and act on setting a November 4, 2014 Special Municipal Overrule Referendum Election date.
- 14 – 148** To hold a Public Hearing to consider and act on no increase in sewer user fees for FY'15.
- 14 – 149** To hold a Public Hearing to consider and act on a Mass Gathering Permit for Binnie Media's Maine Ultimate Fall Yard Sale to be held at the Cumberland Fairgrounds on October 11, 2014 from 9:00 a.m. to 2:00 p.m.
- 14 – 150** To hold a Public Hearing to authorize the Town Manager to enter into a labor contract agreement with the Public Services/Val Halla Employees Association for the period of July 1, 2014 – June 30, 2017.
- 14 – 151** To hear a report and discuss a possible advisory referendum for November re: the Rural Residential Zones in Town.

VI. NEW BUSINESS

Suggested dates for future meetings:

- October 13th (Columbus Day) Council meeting moved to October 6th
- October 6th Payson Property Overview
- October 7th Meet the Candidates Night
- October 8th Harris Road Overview

VII. ADJOURNMENT

MOTIONS

MOTIONS

14 – 144 No action

14 – 145 NOW, THEREFORE, be it voted, resolved, and ordered by the Town Council, the sum of \$600,000 is hereby appropriated, from the proceeds of the Bonds and Notes herein authorized, to finance the costs of new hearing systems for 30 units and new roofs for 9 buildings at the Town owned and operated Cumberland Meadows Elderly Affordable Housing Project located at or near Tuttle Road in Cumberland, and which Bonds and Notes may also finance costs of issuance of the Bonds and Notes and capitalized interest of up to three years on the Bonds and Notes (the “Project”).

14 – 146 I move to accept the Town Clerk's Certificate of Sufficiency of Petition.

14 – 147 I move to set a Public Hearing date of September 8th to consider and act on setting a November 4, 2014 Special Municipal Overrule Referendum Election date.

14 – 148 I move to authorize a 0% increase in sewer user fees for FY’15.

14 – 149 I move to authorize the Mass Gathering Permit for Binnie Media’s Maine Ultimate Fall Yard Sale to be held at the Cumberland Fairgrounds on October 11, 2014 from 9:00 a.m. to 2:00 p.m.

14 – 150 I move to authorize the Town Manager to enter into a labor contract agreement with the Public Services/Val Halla Employees Association for the period of July 1, 2014 – June 30, 2017.

14 – 151 I move to accept the recommendation of the Land Use Committee Liaison, Councilor Storey-King, regarding the Rural Residential Zones.

MINUTES

08-11-14

MINUTES

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, August 11, 2014

6:00 P.M. Call to Order

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

- I. EXECUTIVE SESSION** pursuant to 1 M.R.S.A., § 405(6)(C) re: real property and § 405(6)(E) consultation with the Town Attorney.
Motion by Councilor Bingham, seconded by Councilor Stiles, to recess to Executive Session pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.
VOTE: 7-0 UNANIMOUS
TIME: 6:04 P.M.

Reconvene to regular session at 7:01 P.M.

- II. APPROVAL OF MINUTES**
Motion by Councilor Stiles, seconded by Councilor Bingham, to accept the July 28, 2014 meeting minutes with amendment to vote on the first 3 items to show that Councilor Edes did not vote or participate in the discussion (the minutes indicated that he abstained from voting).
VOTE: 7-0 UNANIMOUS

- III. MANAGER'S REPORT**
The Planning Board site walk this Wednesday on the Payson Property has been cancelled due to impending inclement weather on Wednesday and a few of the Planning Board members had conflicts that evening. An alternate date will be chosen at the Planning Board next week.
- The Manager met with Buzz Lamb of Range Way today regarding a property dispute between him and the Town. Mr. Lamb presented the following letter to the Council and the Manager said that discussions will be continuing with Mr. Lamb to find a resolution.

August 6, 2012

Mr. Thomas Gruber, Chairman
Cumberland Town Council
Town of Cumberland
290 Tuttle Road
Cumberland, Maine 04021

Dear Mr. Gruber:

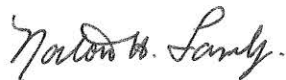
I would like to bring to your attention my concern and dismay that the Town of Cumberland continues to lay claim to a portion of the land I own on the Range Way in Cumberland (lot R1 46E) despite having no legal or logical basis for such claim. Judging from responses I have received from the Town Manager and Town Attorney, it appears the Town continues to base its claim on mere speculation with complete disregard for well established rules of construction in establishing legal boundaries. Furthermore, I am particularly upset that the Town authorized its surveyor to record a plan affecting my property in the Registry of Deeds without previous consultation with me and without noting on the plan a potential disputed boundary – both called for in the Maine Surveyor rules.

In addition, the Town recently placed a pin and flagged a line from the Range Way toward the Falmouth town line approximately 900' across my property. I have not found nor been presented with a single bit of legal or logical evidence to support this action. I have spent considerable time at the Cumberland and York County Registries of Deeds and the North Yarmouth town hall researching land records. I have repeatedly asked Cumberland officials to provide a deed or contract or other evidence supporting its claim but have received nothing but some unsupported speculation about a possible "lost deed" from nearly 200 years ago. If the Town has any concrete information respecting legal title and/or establishment of property lines other than the unwarranted and mistaken assertions of its surveyor, I believe it is your duty and in your best interest to share it with me. In the absence of legal supporting documentation, I consider the Town's actions a trespass on my property.

I respectfully ask the council to address this issue. First, if there is legal documentation supporting the Town's claim of title, please send me a copy. If there is not, then please cease any actions disparaging my title. My family and I have continuously occupied, maintained and harvested timber from this property since 1972, and intend to continue to do so.

Thank you for your attention to this matter.

Sincerely,



Norton H. Lamb Jr.

IV. PUBLIC DISCUSSION

Mike Timmons of the Cumberland Farmer's Club announced that there will be a family walk event on September 21st to raise money for a gentleman who has been involved with the fair for over 60 years and suffered an accident recently. The gentleman requested that the money to go to the Cumberland Police, Fire & Rescue.

V. LEGISLATION AND POLICY

14 – 136 To hear a report from the Twin Brook Advisory Committee Chair, John Leavitt re: tree harvesting in Twin Brook.

John Leavitt, Chairman of the Twin Brook Advisory Committee explained that the committee has been looking at some long range goals over the past couple of years, and forest management was one of those goals. The Town has a history of active forest management in other areas, but not at Twin Brook. The committee invited Paul Larrivee, Jr. from Sappi Fine Paper to prepare a Forest Management Plan in July of 2013. Mr. Larrivee determined that the forest would benefit from a harvest, which would not cost the Town any money, but would generate some revenue from the trees removed. Mr. Leavitt said that he would like to see the tree harvesting at Twin Brook be a learning opportunity for students and residents who are interested in learning more about it.

Town Manager Shane explained that the Greely Road side of Twin Brook is under a D.E.P. no cut conservation easement in the area of the railroad tracks. We also want to be cognizant of the vernal pools in the area.

Councilor Bingham said that the ski trails at Twin Brook were designed by the person who designed the Olympic ski trails for the 1980 Lake Placid Olympics. Those trails consist of a lot of scientific topography and that needs to be considered with the harvest as well as any change of use. Changes to use have to come back to the Council.

Councilor Storey-King and Councilor Copp spoke highly of Mr. Larrivee. He is very conscience, has a genuine interest in what he does, and is great to work with.

Councilor Copp suggested a Council site walk to allow everyone to see the area, especially the Greely Road side.

Motion by Councilor Bingham, seconded by Councilor Edes, to authorize the Town Manager to execute a contract for harvesting at Twin Brook Recreation Facility as recommended by the Twin Brook Advisory Committee.

VOTE: 7-0 UNANIMOUS

14 – 137 To hear a report from the Finance Committee Chair re: 4th quarter financials and give final approval for end of year transfers.

Chairman Gruber announced that Councilor Bingham is the new Chairman of the Finance Committee.

Finance Director, Heather Perreault presented the following:



Town of Cumberland Fiscal Year 2014 Final Revenues & Expenses

General Fund Revenues & Expenditures

	FY14 Budget	FY14 Actual	FY14 Over/ (Under) Budget
General Fund Revenues	\$24,230,188	\$24,845,889	\$ 615,701
<i>Over budget</i>			
General Fund Controllable Exp	\$ 6,142,568	\$ 6,086,548	\$ (56,020)
General Fund Fixed Exp	\$16,612,770	\$16,624,610	\$ 11,840
General Fund Total Exp	\$22,755,338	\$22,711,158	\$ (44,180)
<i>Under budget</i>			

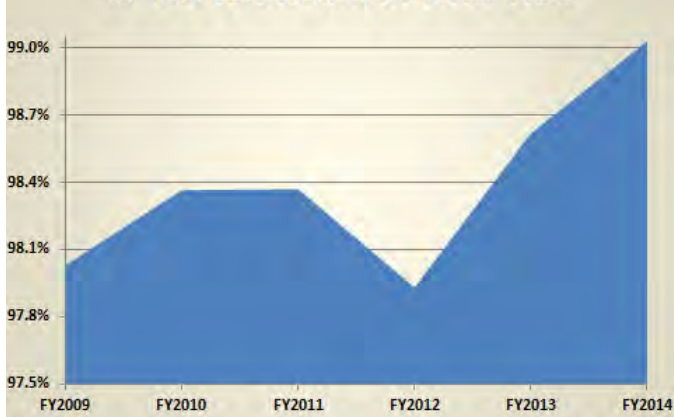
% Variance to 5 Yr Average Expenditures



End of Year Transfers

		FB %
GF Unassigned Fund Balance FY13	\$ 1,433,829	6.2%
GF Total Fund Balance FY13	\$ 2,170,663	9.4%
Add: End of Year Surplus	1,040,378	
Subtract transfers for:		
VH Operating loss	(110,000)	
Transfers to Reserves	(885,000)	
Transfer to VH to reduce Due to GF	(295,000)	
GF Unassigned Fund Balance FY14	\$ 1,479,207	6.2%
GF Total Fund Balance FY14	\$ 1,921,041	8.1%

% Tax Collected in First Year



Questions?



Councilor Bingham added that the financial management strategy that the Council has implemented is to keep our reserves strong and keep our financial position in such a form that we protect our bond rating, which has increased due to this strategy. This is the second year in a row that the Town saved \$40,000 because we did not have to use Tax Anticipation Note money. This is not done in a vacuum; there is a lot of work done by Town staff and the actions of previous Town Councils.

Motion by Councilor Turner, seconded by Councilor Copp, to authorize the Town Manager to close-out the FY 2014 budget, per the recommendation of the Finance Committee.

VOTE: 7-0

UNANIMOUS

14 – 138 To consider and act on a resolution to work with the Towns of Freeport, Falmouth, Yarmouth and METRO to develop an option for public transit connection between the four Towns to Portland.

Greg Jordan, Metro General Manager, gave an overview of the proposed project. The project is proposing express, 4 Town bus service, with stops in Falmouth (who currently has bus service), Cumberland, Yarmouth and Freeport. Metro has concluded that they can accommodate 30,000 transit boarding's per year. If Metro receives approval from all three Towns, they plan to do some public involvement directly with residents to determine the priority, needs of the public, and define the route and stops. There will be limited bus stops in order to keep the commute speed up between the 4 Towns. There will be grant funding sought for startup costs of the first 3 year pilot phase. At the conclusion of the pilot phase, there would be discussions with the three Towns to regarding them joining Metro's total transit network. The local cost at that time would increase and the grant funding would decrease.

Councilor Storey-King asked where the bus would travel in Cumberland.

Town Manager Shane answered that it would travel and stop on Route One, exact location of stop not determined yet.

Councilor Stiles asked Mr. Jordan if he was correct in his calculation of the cost to Cumberland to be between \$20,000 and \$40,000 per year.

Mr. Jordan confirmed that was correct.

Councilor Stiles asked what would the increase be to the 3 Towns if Freeport decides against not to participate.

Mr. Jordan said that is hard to say since the scope of the route would have to be reassessed without Freeport.

Councilor Stiles asked if any side loop routes are being considered for Falmouth and Cumberland, or will it simply be an express route down Route One.

Mr. Jordan said that as of right now, it is a corridor focused route. Deviating off the main line gets complicated because it slows the trip down for commuters. Metro does intend to do some public meetings to see what the demand for other routes might be.

Michael Doyle of Falmouth said that the 30,000 riders that Mr. Jordan spoke of represents 60 people getting on and off the bus between Freeport and Veranda Street in Portland, then getting on and riding back. That is 120 passengers per day, times 5 days, times 50 weeks per year, equals 30,000 commuters per year. Mr. Doyle invited everyone to come to Falmouth at 7:00 a.m., ride 3 round trips and count the number of people on the bus at commuter time going into Portland. Then get on the bus in Portland at 3:00 and count the number of people getting on the bus going back to Falmouth. He did this many times and there was nobody on the bus when it left Portland and headed back to Falmouth during commuter hours. The Town of Falmouth pays over \$125,000 per year to use the bus and the usage is miniscule. Do any of these Towns need to spend \$80,000 (3 years from now) to send 60 people back and forth to Portland?

Councilor Edes said that he feels that this project would be a misuse of Cumberland taxpayer money. We would be subsidizing Freeport and Portland and would likely see zero participation from Cumberland residents. He will not support this.

Councilor Bingham said that he is all for regionalization, but we have bigger priorities.

Councilor Storey-King agrees with Councilors Edes and Bingham. Cumberland has significant mass transit needs, but this plan does not meet those needs. There is a strong need for our special population, but we would have to find a way to get them to Route One to get on this bus.

Councilor Turner said that he shares the skepticism of his fellow Councilors, but he feels the best argument in the other direction is that this proposal really does not hold us to anything. If all four Towns do not agree to do it, we can opt out. If all four Towns agree to this proposal, it might have the effect of increasing the ridership and we may be pleasantly surprised. He does not feel that we have anything to lose with voting on the resolution this evening.

Councilor Copp agreed with Councilor Storey-King. He finds it hard to believe that anyone is going to find their way to Route One to catch a bus to go to Freeport or Portland. There is no place in Cumberland to leave a vehicle. He agreed with Mr. Doyle, we are going to see an empty bus going from Freeport to Portland. He cannot justify spending \$27,000 to see if it will work. He does not think it will work.

Councilor Stiles feels that it is a good experiment. We need to come up with a method of public transportation that will benefit everyone. As people get older and cannot drive anymore they will look for a public transportation option, and the price of gas may be a factor for some people. He would prefer to see a loop through Town picking people up. He is in favor of approving the resolution and seeing what Freeport decides, but when comes down to actually spending money on this proposal, he would have to think about it long and hard.

Chairman Gruber said he was excited about this proposal when he first heard about it. We need to test the waters because public transportation is a big deal. He feels that we should approve the resolution and if we cannot agree on an acceptable route we can opt out.

Motion by Councilor Turner, seconded by Councilor Stiles, to adopt the attached resolution to work with the Towns of Freeport, Falmouth, Yarmouth and the METRO to develop options for a public transportation system and support the upcoming pilot project in July of 2015.

VOTE: 3-4 (Bingham, Edes, Storey-King & Copp opposed) MOTION FAILS

14 – 139 To set a Public Hearing date (August 25th) to consider and act on authorizing bonding of \$600,000.00 for Senior Housing roofs and heating systems.

Town Manager Shane explained that the Housing Authority met last week and unanimously approved bringing this item forward for the Council to consider. All 30 units of senior housing will be receiving a new heating system and converting to natural gas. The roofs were assessed 4 years ago with a recommendation that they should be replaced within 5 years.

Motion by Councilor Bingham, seconded by Councilor Copp, to set a Public Hearing date of August 25th to consider and act on authorizing bonding of \$600,000.00 for Senior Housing roofs and heating systems.

VOTE: 7-0 UNANIMOUS

14 – 140 To appoint Brenda Moore as Human Resources Director.

Town Manager Shane explained that in January of this year, we lost Alyssa Tibbetts who was the Human Resources Director. Brenda has taken over the HR role since January along with her other duties as Executive Assistant and Council Secretary. The Manager said that she is very capable of doing this and he felt it is time that she was recognized for her contribution to the organization.

Motion by Councilor Copp, seconded by Councilor Turner, to appoint Brenda Moore as Human Resources Director.

VOTE: 7-0

UNANIMOUS

14 – 141 To set a Public Hearing date (August 25th) to consider and act on no increase in sewer user fees for FY'15.

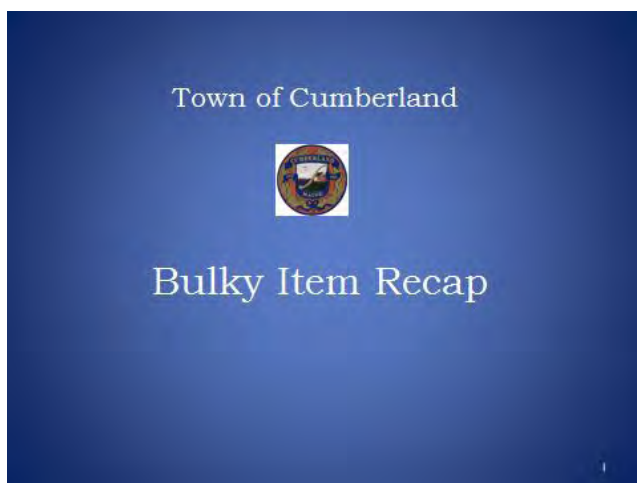
Motion by Councilor Stiles, seconded by Councilor Turner, to set a Public Hearing date of August 25th to consider and act no increase to sewer user fees for FY'15.

VOTE: 7-0

UNANIMOUS

14 – 142 To set October 4th as Confidential Shredding Service day, October 11th as Hazardous Household Waste collection day, October 13th – 17th as Bulky Item Pick up week, and October 18th as Universal Waste (e-waste) collection day.

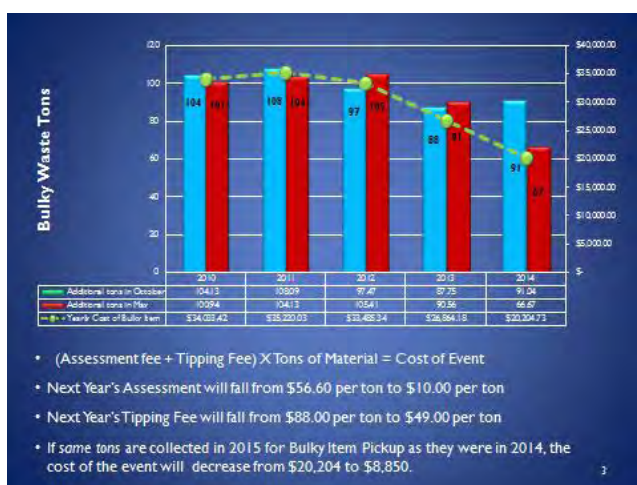
Public Services Director, Chris Bolduc presented the following:



Bulky Waste Pickup Week

- A Bulky Item Pickup Week was designed to assist the Residents of Cumberland in the disposal of large, oversized items that cannot fit into the Town's PAYT bags in the weekly trash or be recycled in regular curbside recycling.
- If an item, or group of items, fits in a Town of Cumberland PAYT bag, the material IS NOT BULKY Waste and will not be picked up unless it is in a Town of Cumberland PAYT bag.
- The past 3 years history has shown a continuous decline in the amount of bulky waste that is picked up during this event; the education program that the town put into effect back in 2011 has had excellent results.

- 2011 - \$35,220 *Education Program started
- 2012 - \$33,485
- 2013 - \$26,864
- 2014 - \$20,204




Town of Cumberland October Waste and Recycle Events

- Confidential Shredding Service**
Saturday, October 4, 2014
8am – 1pm Drop Off
Public Works Garage, 23 Drown Rd
- Hazardous Household Waste Collection**
Saturday, October 11, 2014
8am – 1pm Drop Off
Public Works Garage, 23 Drown Rd
- Bulky Item Pickup Week**
Week of October 13th - 17th
Curbside pickup
- Universal Waste Collection (Ewaste)**
Saturday, October 18, 2014
8am – 1pm Drop Off
Public Works Garage, 23 Drown Rd

Confidential Shredding Service

Saturday, October 4, 2014 8am—1pm
Drop Off Event
Public Works Garage, 23 Drowne Rd



- Identity theft is the fastest growing crime in the United States.
- Documents containing names, addresses, Social Security numbers, credit card and bank account numbers, etc. should be shredded when they are no longer needed.
- The Town of Cumberland presents this opportunity to safeguard your personal information and prevent identity theft. Simply load all paper to be shredded in a bag or box (removing all metal paper clips—staples okay) and bring them to the Public Works Garage where they will be shredded in your presence.

5

Hazardous Household Waste Collection



- Household hazardous waste (HHW) is leftover household products that contain ignitable, toxic, reactive or corrosive ingredients and can be dangerous if left unattended over long periods of time.
- These products also require special care when you dispose of them.
- Examples of Household Hazardous Waste:
 1. Workshop and Painting Supplies
 2. Indoor Pesticides
 3. Automotive Products
 4. Cleaning Products
 5. Lawn and Garden Products
- Clean Harbors - handles all the hazardous materials starting right from removing the items from the residents vehicles and Provides:
 1. Project Manager
 2. Chemist
 3. Technicians

6

Universal Waste Collection



Last Years Collection Numbers

Batteries	1,223 units
Bulbs	5,500 Bulbs
Microscopes	40 units
TV's	110 units
Commuters	77 units
Monitors	93 units
Printers	100 units

2012 – 24,000 pounds collected
2013 – 29,000 pounds collected

Following items collected at Drowne Road During the event:

- *TV's
- *Computers
- *Game Consoles
- *Telephones
- *Stereos
- *VCR/DVD players
- *Flourescent Light Bulbs
- *Air Conditioners




7

Town of Cumberland October Waste and Recycle Events

Confidential Shredding Service Saturday, October 4, 2014
8am – 1pm Drop Off
Public Works Garage, 23 Drowne Rd

Hazardous Household Waste Collection Saturday, October 11, 2014
8am—1pm Drop Off
Public Works Garage, 23 Drowne Rd

Bulky Item Pickup Week Week of October 13th - 17th
Curbside pickup

Universal Waste Collection (Ewaste) Saturday, October 18, 2014
8am—1pm Drop Off
Public Works Garage, 23 Drowne Rd






Motion by Councilor Turner, seconded by Councilor Storey-King, to set October 4th as Confidential Shredding Service day, October 11th as Hazardous Household Waste collection day, October 13th – 17th as Bulky Item Pick up week, and October 18th as Universal Waste (e-waste) collection day.

VOTE: 7-0 UNANIMOUS

14 – 143 To hear a report from the Nominating Committee re: committee charge for the new Ocean Access Committee.

Councilor Copp explained that the Nominating Committee met last week and decided that a committee should be formed now and start the discussion about the property. They hope to get input from a variety of residents from all parts of Town. Per the committee charge, the initial committee will include 2 members of the Land Trust, 2 Foreside Residents, 3 members of the community at large, 1 member of the Shellfish Conservation Commission, 1 member of the Coastal Waters Commission and 2 non-voting Town Councilors. There will be staggered terms of 1, 2 & 3 years. Items that the committee will discuss include (but are not limited to):

- Complete understanding and review of the conservation easement
- Exploration of opportunities for passive recreation such as hiking and bird watching
- Develop understanding for protection of horseshow crabs
- Develop understanding for protection of different sea grasses and shoreline erosion protection
- Review kayaking opportunities
- Review shellfish opportunities
- Establishment of parking and access to the property

- Study and recommend property maintenance activities, implementation and oversight
- He urged any resident who is interested to please apply.

Motion by Councilor Bingham, seconded by Councilor Turner, to direct the Town Manager to advertise for a new Ocean Access Committee to be appointed at the September 8th Council Meeting.

VOTE: 7-0 UNANIMOUS

VI. NEW BUSINESS

Councilor Copp – the Cumberland Fair is 6 weeks away. He reminded everyone that there is still time to donate to the 4-H auction that will provide meat to the food pantry. You can donate online, at Town Hall or give a donation to any Town Councilor.

Councilor Storey-King – for those in the public who think that all the Town Councilors think alike, the Metro item is a good indication that they do not, and that is ok. It is what makes us a functioning Council.

Councilor Edes – None

Councilor Bingham – None

Chairman Gruber – there will be a joint meeting with the North Yarmouth Selectmen, the School Board and the Cumberland Town Council on September 18th. The purpose is to meet the new North Yarmouth Town Manager and new Superintendent, and get everybody up to speed on projects, etc.

The numbers of people using the food pantry are increasing. We serve 37 Cumberland families. The Food Pantry has implemented a new policy servicing our own community members first and restricting the number of visits to those who live elsewhere.

Councilor Stiles – his family has a golf tournament every year. This year was the 50th anniversary of the tournament. It was held at Val Hall this year with 45 family members playing in the tournament and over 70 at the banquet after. It was a great time and everyone was complementary of the course at Val Halla.

Councilor Turner – None

Town Manager Shane – after authorization at the last Council meeting, the Purchase & Sale agreement for the Payson property was signed. A joint appraisal of the land is in the process of being signed now, with the deadline of being completed by the end of September. We hope to schedule a public meeting on September 29th or October 6th.

VII. ADJOURNMENT

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

VOTE: 7-0

TIME: 9:36 P.M.

Respectfully submitted,

Brenda L. Moore
Council Secretary

ITEM 14-144

To hear a report from Siemens re: Town owned building energy audit

	Measure Description	town Hall	Library	Central Fire Station	West Cumberland Fire	West Cumberland Rec	Val Halla Golf Facility	Val Halla Maint. Facility	Senior Housing
1	Lighting Interior	Y			Y				
2	Lighting Exterior	Y	Y				Y	Y	
3	Building Envelope	Y	Y						
4	Natural Gas Boiler Replacement	\$6,706	\$59,858	\$47,067	Y	\$33,658			
5	Programmable Thermostats		\$4,447	\$1,230	Y				
6	Ductless Split Heatpump			\$33,942			Y		
7	Ductless Split AC				Y	\$23,768			
8	De Humidification and Controls	\$40,527							
9	Imperial Gas Range/oven			\$592					
10	Replace heatmakers senior housing								\$326,993
11	Ductless Split AC Meeting RM				Y				
12	Town Hall new Energy Mgnt controls	\$44,091							
13	Annual Preventative Maintenance Service	\$2,253	\$2,029		Y				\$6,963
16	0								
17	PA	\$8,405							
18	Development	\$62,292							\$6,000
26	0								
		\$164,274	\$66,334	\$82,831	\$0	\$57,426	\$0	\$0	\$339,956

Energy Audit Report

Town of Cumberland, ME

Submitted by Siemens Industry, Inc.

June 2014

SIEMENS



Contents

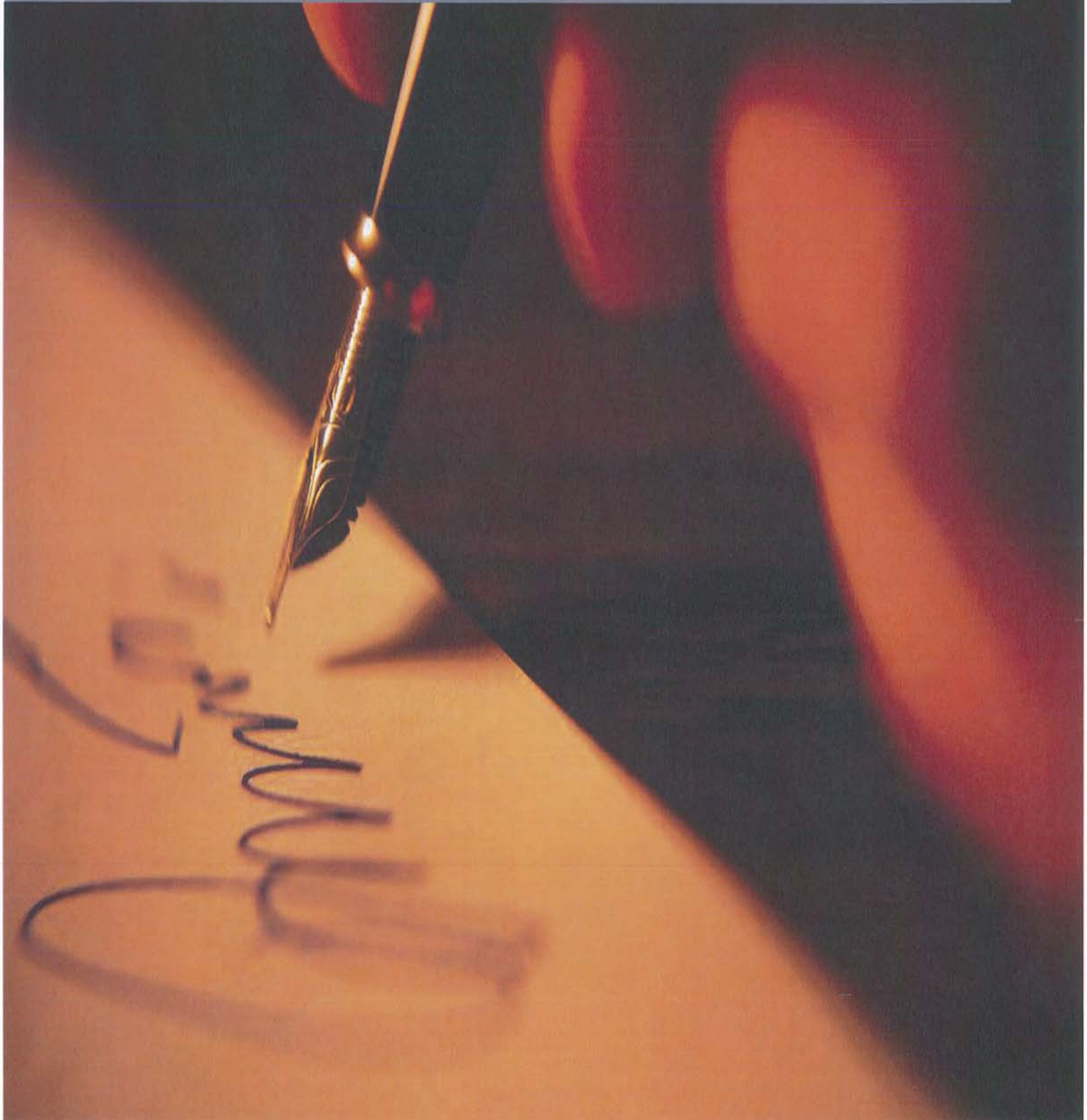
1	Executive Summary.....	4
	Introduction.....	5
	Project Objectives.....	5
	Executive Summary.....	5
	Methodology.....	6
2	Financial Summary.....	7
3.	Garantees and Perfomance Assurance.....	9
	Methodology of Determing and Guaranteeing Savings.....	9
	Measurment & Verification Methods.....	12
	Siemens Contractual Obligations.....	14
	Calculation Methodology.....	17
3	Utility Analysis.....	20
	Utility Providers.....	21
	Electrical Baseline.....	21
	Fuel Baseline.....	22
5	Energy Conservation Measures.....	19
	ECM-1 Lighting System Improvements.....	20
	ECM-1 Lighting System Calculation.....	28
	ECM-1 Lighting Efficiency Maine Incentives.....	29
	ECM-2 Building Envelope.....	26
	ECM-2 Building Envelope Calculation.....	33
	ECM-3 Building Automation System Improvements.....	30
	ECM-3 Automation Set back Calculation.....	36
	ECM-4 Heating Plant Improvements/ Gas Conversion.....	34
	ECM-4 Heating Plant Calculation.....	40
7.	Siemens, Your Energy Partner.....	Error! Bookmark not defined.
	A Full-Service Energy Savings Company (ESCO).....	412
	Financial Stability and Security.....	412
6.	Product Documentation.....	41
	Val Halla Golf Course Product Description.....	42
	Cumberland Fire Product Description.....	42
	Boiler Manufacturer List.....	43
	HC-300 Town Hall Operational Manual.....	413
	HTP Elite Heating Boiler Operation/ Installation Manual.....	43
	West Cumberland Mutli Split System.....	4143

Prince Library Product Description.....418

Cumberland Meadows Product Description.....418

1 Executive Summary

Section 1.0



Introduction

Thank you for this opportunity and choosing SIEMENS. I know this has taken some time to get a final product in front of you. However, we fully engineer every aspect of the project and make sure every measure we present to you is viable and nothing left unknown.....especially when a guarantee is involved.

As a leading provider of energy and environmental solutions, building controls, fire safety and security system solutions, Siemens' mission is simple, *"to help our customers manage their energy costs, improve reliability, and enhance performance while having a positive impact on our environment"*.



Project Objectives

The objectives of this project are as follows:

- Achieve significant long term savings.
- Utilize Natural gas as much as possible throughout all facilities.
- Solve comfort issues and reliability issues that exist currently.
- Leverage all financial resources available, including but not limited to, the Federal Government and Efficiency Maine.
- Achieve a guarantee for potential energy, water, and operations and maintenance savings.
- Obtain consistent levels of occupant comfort and building functionality.
- Capture ancillary benefits that may accrue as a direct result of such energy related services and capital improvements.

Executive Summary

Siemens provides a comprehensive solution to your building upgrades and cost-containment needs while maintaining a flexible approach. The Siemens Performance Contracting Team consists of highly qualified individuals with years of experience in both the public and private sectors. Our team is well versed in servicing not only the energy and building needs of academic and municipal facilities but also successfully leveraging financial resources and programs never utilized before under an Energy Savings Performance Contract in the Commonwealth of Massachusetts. Our definition of success is leveraging innovative financial resources to enhance our project impact, improving the environment for your employees and occupants, reducing your costs, and building a long-term public private partnership.

Table 1.1: Executive Summary Table – Project Economics

Town Building	Annual Energy Expenditure (\$)	Annual Energy Savings (\$)	% Savings
Town Hall/Police Station	\$23,539	\$7,468	31%
Library	\$21,622	\$5,281	24%
Central Fire Station	\$12,080	\$3,863	32%
West Cumberland Fire Station	\$6,986	\$2,477	35%
West Cumberland Rec. Hall	\$4,796	\$1,556	33%
Vall Halla Golf Facility	\$23,005 (kwh only)	\$4,912	18%
Val Halla Maintenance Facility	\$3,367 (kwh only)	\$766	23%
Senior Housing	\$25,118 (fuel only)	\$2,765	11%

**Note: these savings numbers are based on all measures included in the energy audit. The cash flow diagram represents the current scope discussed with the customer.*

Methodology

As part of the energy audit process, Siemens performed a detailed utility bill analysis and met with the facility operations personnel to discuss their concerns and operational issues. Siemens then tours the facilities in an effort to better understand the mechanical, lighting and water systems, as well as the operational characteristics of the building.



2 Financial Summary

$$10. \lim_{x \rightarrow 1} \frac{x^2 + 2x + 1}{x^2 + 3x + 2}$$

$$\lim_{x \rightarrow 1} \frac{(x+1)(x+1)}{(x+1)(x+2)}$$

$$\lim_{x \rightarrow 1} \frac{-1}{4}$$

Guarantees and Performance Assurance



Guarantees and Warranties

While our track record shows that we deliver on our performance guarantee projections 99.84% of the time, should we not meet our targets, you can be assured that Siemens will make up the difference.

The second part of the heating plant improvement scope

Methodology of Determining and Guaranteeing Energy Savings

Front End Baseline Adjustment (Audit)

When the consumption levels for the utilities are frozen for the term of the contract, it is imperative for Siemens and the client to ensure the consumption levels are correct and truly representative of present conditions. During the IGA phase, Siemens will thoroughly investigate all data that affected the consumption levels for the 24-month period starting 24 months prior to the current fiscal year.

The following provisions may allow our team an adjustment to the baseline prior to freezing for the term of the contract:

- Missed or incorrect meter readings or billings.
- Broken meters or recently replaced meters.
- Deviant weather during the 36-month period as compared to the 30-year norm.
- Extended vacancies for comprehensive modernization and off-line units due to other causes (not normal vacancies).
- Findings during the audit in which it is recommended to increase consumption of any specific utility in order to remedy a health/life safety problem. For example, if it is recommended to increase ventilation for a unit to produce healthier indoor air (increase air changes per hour), the estimated increase in consumption for the new equipment can be added to the baseline prior to freezing.

Siemens uses the 30-year historical bin data to normalize the baseline. The data is used within our calculations and compared with annual actual bin data. Any gross discrepancies for the seasonal temperatures are documented and the baseline is normalized. This allows a straightforward method to normalize the baseline and therefore, the savings for actual weather conditions.

In addition, variables like space temperature settings and occupied hours are reviewed for existing conditions, and future conditions.

Siemens' Savings Calculations (Audit)

Siemens utilizes its own software and calculations to analyze each ECM in each building. These calculations follow engineering best practices and use industry standards as outlined by ASHRAE and other industry sources. These calculations are typically in Microsoft Excel format allowing for transparency and ease of review by others.

Many factors are considered in calculating the energy savings for each measure. Information used in cost reduction calculations is obtained from monitoring and measuring electrical and mechanical systems during site visits, reviewing testing and balancing reports, verifying field status of reported operating parameters, review of facility as-built prints to identify design parameters, and discussions with Town personnel. The factors used in calculations may include:

- Occupied and unoccupied temperature set points
- Monitored space temperatures
- Air-handling capability Of each system
- Percent of outside air introduced for ventilation
- Motor horsepower
- Motor voltage and amperage
- Percent of load on the motor
- Speed settings of variable speed drives
- Motor efficiency
- Power factor
- Internal gains – lights, plug load, people
- Solar loads
- Foot candle levels

This calculation method also takes into consideration the interaction of measures. Improving temperature control, replacing roofs and conducting boiler modifications will all reduce energy costs. The savings for these measures calculated independently would be greater than when calculated as an interactive unit.

Siemens' Cost Savings Guarantee Calculations

To ensure that our energy accounting method is accurate and objective, we will use Measurement and Verification (M&V) Calculations based on United States Department of Energy Technical Subcommittee recommendations, known as the International Energy Measurement and Verification Protocol. This ensures an impartial means of calculating savings. Siemens offers a number of measurement techniques and will develop a specific measurement plan based on the option(s) that make the most sense for the Townand project after interface and discussion with the Town of Cumberland.

Energy savings shortfalls will be reconciled to the Town of Cumberland at the end of each guarantee year when project results vary from projections. Any excess savings will be documented in our formal annual M&V report.

Siemens Interactivity Calculations

Siemens uses a sequential approach to performing energy savings calculations. Through a sequential approach to our calculations, the overlap or interconnectivity of different measures is documented. As measures are included or removed from the final scope, the sequence of interaction is reviewed and documented.

For example;

- With lighting savings, a heating penalty and cooling savings are applied to the total energy savings of all HVAC measures.
 - › If any part of the lighting scope were changed, then the associated heating and cooling interactions would be adjusted accordingly.
- If a boiler is to be replaced, the new proposed combustion efficiency shall be the basis to determine HVAC related energy savings for the system.
 - › If the boiler was not replaced or the scope was changed, then the effective system efficiency would also be changed – higher or lower as appropriate.

All stipulations shall be determined in collaboration with the Town Of Cumberland. Siemens will provide the Townwith and review all the calculations used for every ECM. As modifications are made to the ECM, then the calculations will be resubmitted and reviewed.

Siemens' Guarantee for Savings

Siemens provides a contractual guarantee signed by a corporate officer. There is no cost for this guarantee; however there will be an annual service fee which is required to perform the ongoing M&V tasks and reporting. Siemens can provide a Letter of Credit or a Performance Assurance

Bond. These types of guarantees would be provided at an additional cost, and would be provided at the client's discretion. The cost for these would be dependent upon the total scope of work and other contract terms.

Working with Siemens means working with a very sound, stable and financially strong company. Additional guarantee backstops are typically used when the client does not have the confidence in the ESCO's stability or financial strength. We believe a sound contract backed by a company

as stable as Siemens provides the client with the protection needed to confidently proceed with a project.

Siemens will work with the Town Of Cumberland so that you and your constituency are comfortable with the project and the form of the guarantee.

Siemens' Approach to the Measurement and Verification of Savings

Reporting:

Siemens will provide a report annually unless the Town Of Cumberland requests differently. In the interest of cost and time, Siemens will recommend the entire report be produced annually with specific ECMs being monitored and reported more frequently.

An Energy Management System (EMS) is a great tool with which to monitor, measure and verify. Reporting and trending from the EMS can be done more frequently without incurring tremendous cost.

Annual Reconciliation of Savings, Excess or Shortfall

The report and therefore, the savings, would be reconciled annually. Any excess savings is the Town Of Cumberland's to keep. Any shortfall in savings would be reconciled with a direct payment to the City, or at the City's discretion, the execution of work at equal or greater value.

Construction Period Savings

Typically any savings during the construction period are the client's to keep. On occasion, the savings during construction are used to make the cash flow work. In these cases, Siemens would document and guarantee the amount of savings to be achieved during the construction period.

Measurement & Verification (M&V) Methods

The Performance Solutions team offers the following measurement techniques and will develop a specific measurement plan based on the option(s) that make the most sense for the client and the project after further interface and discussion.

Guarantee Types. There are four guarantee options to measure and verify savings: Option A - Measured Capacity, Option B - Measured Consumption, Option C - Utility Bill Analysis, and Option D - Calibrated Simulation. Following is an overview of these M&V Options:

Option A - Retrofit Isolation: Key Parameter Measurement. Savings are determined by field measurement of the key performance parameter(s) which define the energy use of the ECM's affected system(s) and/or the success of the project. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the measured parameter, and the length of the reporting period. Parameters not selected for field measurement are estimated. Estimates can be based on historical data, manufacturer's specifications or engineering judgment. Documentation of the source or justification of the estimated parameter is required. The plausible savings error arising from estimation rather than measurement is evaluated.

Option B - Retrofit Isolation: All Parameter Measurement. Savings are determined by field measurement of the energy use of the ECM-affected system. Measurement frequency ranges from short-term to continuous, depending on the expected variations in the savings and the length of the reporting period.

Option C - Whole Facility: Savings are determined by measuring energy use at the whole facility or sub-facility level. Continuous measurements of the entire facility's energy use are taken throughout the reporting period.

Option D - Calibrated Simulation: Savings are determined through simulation of the energy use of the whole facility, or of a sub-facility. Simulation routines are demonstrated to adequately model actual energy performance measured in the facility. This Option usually requires considerable skill in calibrated simulation.

Siemens may adjust utility savings for variations in utility consumption due to:

- Local weather conditions
- Occupancy changes
- Changes in hours of operation
- Structural modifications/modifications to utility-consuming equipment
- Damaged or malfunctioning equipment
- Any variable from the proposed operating schedules

There may be other changes in the facility's usage and operation for which a calculated adjustment is necessary. Either the Town or Siemens may propose an adjustment procedure based upon acceptable engineering practices to account for any such changes.

If the Metrix option is chosen, the Baseline for each month of the Annual Savings Period for each utility type would be calculated as follows:

$$2.1.1 \quad B = ((d \times nC) + (r \times dd)) \times Ko \times Ka + Ca$$

Where:

B = baseline

d = days in current month

nC = daily non-temperature sensitive consumption factor from baseline data as determined from Metrix™ analysis

r = ratio of weather sensitive consumption per heating or cooling degree day as determined from Metrix™ analysis

dd = total heating or cooling degree days for current month based upon balance point temperature for Facility as determined from Metrix™ analysis

Ko = schedule adjustment factor (e.g. current operating hours/agreed upon operating hours)

Ka = space utilization adjustment factor (current conditioned square footage/baseline conditioned square footage)

Ca = calculated adjustments (e.g. added load from the Equipment, additional equipment)

Adjustments During the Contract

Baseline adjustments would be made if the modifications were made to the facilities or if the usage changed, by the City, after the development or implementation of the project. For example, putting an addition on a building would affect the utility usage of the building, and the baseline usage for the facility would be increased.

Baseline adjustments for non-weather related items would be made on a per occurrence basis (i.e. a new computer lab is put in a school).

Baseline adjustments for weather would be reviewed and made on an annual basis, but only if necessary. Weather data shall be tracked on an annual basis. Should the obtained Heating Degree Days/Cooling Degree Days vary from the historical data used in the IGA, adjustments would be made only if they were required in the M&V protocol and documented as such.

Siemens does not regularly adjust the Baselines of Performance Contracts.

Siemens Contractual Obligations to Provide M&V

Measurement and verification will commence at the end of the construction period and upon substantial completion of the project. Where there may be concurrent phases or measures completed much earlier in the construction, then M&V may be done prior to overall completion of construction.

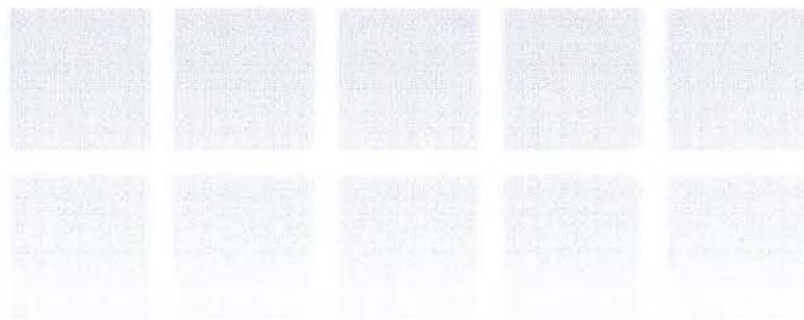
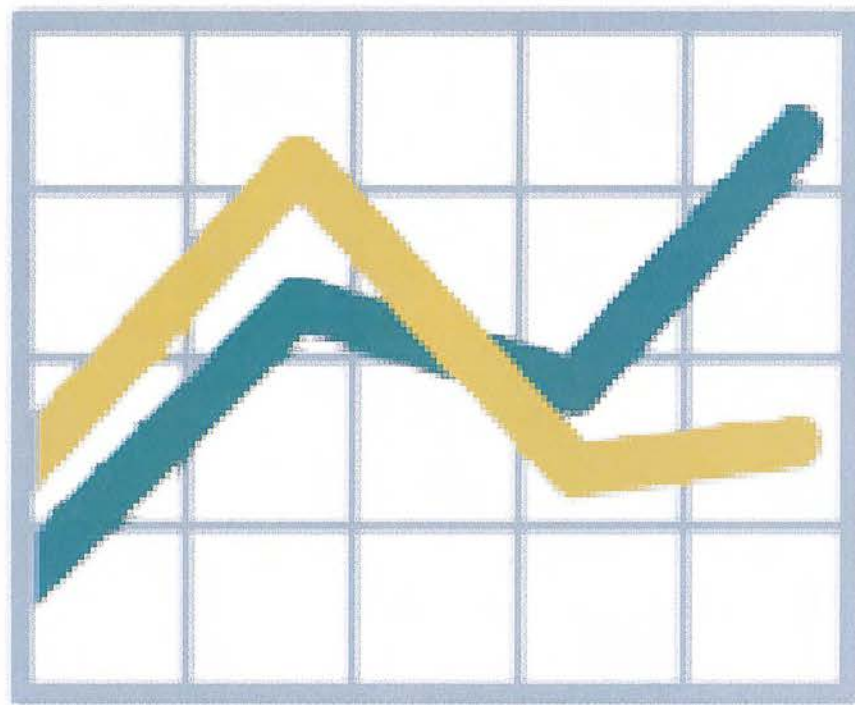
M&V will continue annually for the duration of the guarantee period. Siemens will perform M&V as agreed to between the Town of Cumberland and Siemens and documented in the contract. An M&V report will be issued annually to the town.

To reiterate, any reconciliation necessary will be done on an annual basis. Any excess savings will be the Town of Cumberland's to keep. Any annual shortfall will be reconciled by Siemens with direct payments to the town or at the towns discretion work of equal or greater value.

Monitoring of Energy Use

Performance Assurance is one of the most important services that we provide our customers. This service employs a process that is applied to all guaranteed savings projects to ensure the improvements we provide function correctly and deliver the savings guaranteed by the program. Our most experienced engineers (Performance Assurance Engineers) measure and track the savings of our projects in conjunction with the Siemens EMC (Energy Monitoring & Controlling) platform, which allows for automated data collection and reporting, and allows for quick identification of areas of improvement. The customer is contacted immediately if a problem is detected. Performance Assurance energy savings reports are generated and reviewed with our customers annually. If corrective actions are needed or significant changes have occurred, the Performance Assurance Engineer schedules a review meeting where a corrective action plan is put together to preserve the project savings and occupant comfort.

3. Utility Analysis



Below is the utility Data that was provided by the town of Cumberland. The rates that were used were based off the bills provided to confirm the rates as well as the potential future natural gas rate provided by Summit Natural Gas.

Utility Providers

Electrical Utility – Central Maine Power

Natural gas Utility – Summit Natural Gas

Propane- Down East Energy Company

Oil- Dead River Company

Utility Data Analysis

Electric Tracking

Electric	Square Footage	Avg. Annual Usage [kWh]	Avg. Annual Cost [\$ /year]	Average \$/SF
Town Hall	25,000	196,160	\$23,539	\$.94
Library	15,000	60,365	\$ 7,244	\$.48
Rec Center	6,000	5,417	\$ 796	\$.11
West Cumberland Fire	7,000	27,356	\$ 3,283	\$.47
Central Fire Station	6,000	54,797	\$ 6,576	\$ 1.1
Senior Housing	NA	NA	NA	NA
Val Halla Main Building	23,000	17,693	\$ 2,123	\$.09
Val Halla Rec Building	5,000	25,433	\$ 3,367	\$.61

Fuel Tracking

Fuel Oil	Square Footage	Annual Usage (gal)	Total \$/year	Avg. gal/SF
Town Hall	25,000	8,047	\$12,151	\$0.32
Library	15,000	4,493	\$ 14,378	\$0.30
Rec Center	6,000	1,190	\$ 4,000	\$0.20
West Cumberland Fire	7,000	1,072	\$ 3,430	\$0.15
Central Fire Station	6,000	1,877	\$ 6,006	\$0.31
Senior Housing		16,745	\$ 25,118	

Rates Used

Electrical	\$0.12
Oil	\$3.20
Propane	\$1.51
Natural Gas	\$1.52

Baseline Period

Utility data corresponding to the period between July 2012 and June 2013 was used for this analysis and for the purpose of establishing a baseline usage pattern for electrical, gas, and water usage utilities.

4. Energy Conservation Measures



In this section, Siemens Industry provides a description of the types of improvements and recommendations for each of the building systems found within the Town of Cumberland.

These systems include:

- Lighting Control Systems
- Building Control System
- Heating System Improvements
- Miscellaneous Energy Conservation Improvements

These descriptions are provided to demonstrate the type of equipment modifications, installations, or replacements that Siemens Industry would consider as part of this project.

Other improvements, as suited, will be proposed at the time that a Technical Energy Audit is approved and performed.

ECM-1 Lighting System Improvements

The Lighting retrofit among the facilities includes the following measures:

1. Retrofit Older T8 Lighting with 2nd Generation T8 Lighting

- a. The majority of the lighting scope is replacing standard T8 fluorescent fixtures with newer generation more efficient lamps, while also replacing the ballasts with new low powered ballasts. LED lighting is also being installed in certain locations (mostly exterior and recessed can lighting fixtures).



2. Incandescent to LED

- a. LED lighting is also being installed in certain locations (mostly exterior and recessed can lighting fixtures). The increased lamp life of any of the replacements will also help reduce maintenance costs

3. Occupancy Sensors

Siemens will install wall mount occupancy sensors to turn-off lighting automatically during unoccupied periods to save energy.

Town Hall/Police Station

Lighting Interior Savings: \$2,482
Lighting Interior Cost: \$64,060
Lighting Interior Pay Back: 25.8

Lighting Exterior Savings: 1,910
Lighting Exterior Cost: \$39,225
Lighting Exterior Pay Back: 20.4

The majority of the lighting scope is replacing standard T8 fluorescent fixtures with newer generation more efficient lamps, while also replacing the ballasts with new low powered ballasts. LED lighting is also being installed in certain locations (mostly exterior and recessed can lighting fixtures). Wall mounted and ceiling mounted occupancy will be installed

Prince Memorial Library

Lighting Interior Savings: \$101
Lighting Interior Cost: \$2,596
Lighting Interior Pay Back: 25.6

Lighting Exterior Savings: \$181
Lighting Exterior Cost: \$1,985
Lighting Exterior Pay Back: 11.0

The majority of the lighting in this building was currently undergoing a retrofit. The majority scope of this retrofit is replacing existing T8 fixtures with newer generation more efficient T8 lamps, while also replacing the ballasts with new low powered ballasts. LED lighting is also being installed in certain locations. There will also be occupancy sensors installed.

Central Fire

Lighting Interior Savings: \$288
Lighting Interior Cost: \$6,502
Lighting Interior Pay Back: 16.8

The majority of the lighting scope is replacing standard T8 fixtures with newer generation more efficient T8 lamps, while also replacing the ballasts with new low powered ballasts. LED lighting is also being installed in certain locations. The current vending miser will be replaced with a new lower wattage, more efficiency vending miser. There will also be occupancy sensors installed.

West Cumberland Fire

Lighting Interior Savings: \$646
Lighting Interior Cost: \$7,371
Lighting Interior Pay Back: 11.4

Lighting Exterior Savings: \$118
Lighting Exterior Cost: \$4,680
Lighting Exterior Pay Back: 30.8

The majority of the lighting scope is replacing existing T12 fixtures with newer generation more efficient T8 lamps, while also replacing the ballasts with new low powered ballasts. LED lighting is also being installed in certain locations. The current vending miser will be replaced with a new lower wattage, more efficiency vending miser. There will also be occupancy sensors installed.

West Cumberland Recreation Hall

Lighting Interior Savings: \$141
Lighting Interior Cost: \$4,941
Lighting Interior Pay Back: 35.1

Lighting Exterior Savings: \$121
Lighting Exterior Cost: \$2,984
Lighting Exterior Pay Back: 24.7

The majority of the lighting scope is replacing existing T12 fixtures with newer generation more efficient T8 lamps, while also replacing the ballasts with new low powered ballasts. LED lighting is also being installed in certain locations. There will also be occupancy sensors installed.

Valhalla Golf & Recreation Center

Lighting Interior Savings: \$1,315
Lighting Interior Cost: \$21,302
Lighting Interior Pay Back: 16.2

Lighting Exterior Savings: \$2,923
Lighting Exterior Cost: \$43,496
Lighting Exterior Pay Back: 14.9

The majority of the lighting scope is replacing standard T8 fixtures with newer generation more efficient T8 lamps, while also replacing the ballasts with new low powered ballasts. LED lighting is also being installed in certain locations. The current vending miser will be replaced with a new lower wattage, more efficiency vending miser. There will also be occupancy sensors installed.

Valhalla Maintenance Building

Lighting Interior Savings: \$502
Lighting Interior Cost: \$6,011
Lighting Interior Pay Back: 9.3

Lighting Exterior Savings: \$232
Lighting Exterior Cost: \$3,371
Lighting Exterior Pay Back: 14.5

The majority of the lighting scope is replacing existing T8 fixtures and T8 fixtures with newer generation more efficient T8 lamps, while also replacing the ballasts with new low powered ballasts. LED lighting is also being installed in certain locations. There will also be occupancy sensors installed.

Calculation Explanation:

Below is an example of what variables are used in the lighting calculation.

Variables	Comments
Total kWh	This is the total kWh reduction.
Htg. Season	The percentage of the kWh reduction that occurs when heat is required.
Conducted/Convected Heat	Use Standard Fluorescent fixture
Regained	Percentage regained. If in return air plenum application the percentage would be close to 100%.
Net kWh	Resultant kWh from percentage reductions.
Net btu	Conversion of kWh to btu's.
Gal	Conversion of btu's to Gal
Htg. Eff.	Heating system efficiency.
\$/Gal	Cost per Gal
Penalty	Final heating reduction penalty.

Total KWH Reduction Calculation:

$$\frac{(\text{Current Wattage- Proposed Wattage})}{1000} \times (\text{Hours of Year Operation})$$

* The Hours of year operation are obtained from Data Logging the building

Incentives Provided by Efficiency Maine

The lighting incentives provided by efficiency Maine will be submitted once the scope is chosen. The amount listed below is subject to change as the scope varies. Once the lighting retrofit is complete the incentive will be submitted and mailed to the customer.

Area	Efficiency Maine
Lighting Incentives	Incentive Estimate
Town Offices/Public Safety	\$ 12,466.00
Twin Brook Maint Fac	\$ 226.00
Central Fire Station	\$ 1,054.00
West Cumberland Fire Station	\$ 704.00
West Cumberland Rec Hall	\$ 1,668.00
Public Works	\$ 7,543.00
Library	\$ 760.00
Val Halla Golf & Rec Center	\$ 7,542.00
Val Halla Maint Bldg	\$ 1,369.00
Total	\$ 33,332.00

ECM-2 Building Envelope

1. Building Envelope Repair

Air leakage is defined as the "uncontrolled migration of conditioned air through the building envelope" caused by pressure differences due to wind, chimney (or stack) effect, and mechanical systems. Air leakage has been shown to represent the single largest source of heat loss or gain through the building envelopes of nearly all types of buildings. Beyond representing potential for energy savings, uncontrolled air leakage can affect the thermal comfort of occupants, air quality through ingress of contaminants from outside and the imbalance of mechanical systems. The structural integrity of the building envelope can also be compromised through moisture migration.

Control of air leakage involves the sealing of gaps, cracks and holes, and using appropriate materials and systems to create, if possible, a continuous plane of "air-tightness" to completely encompass the building envelope. Part of this process also incorporates the need to "decouple" floor - to - floor, and to "compartmentalize" components of the building in order to equalize pressure differences.

Deteriorated seals on exterior doors and window systems are common air leakage points and sources of drafts throughout buildings. Weather-stripping and caulking can be replaced on window casements, sills and headers and door sweeps and door frames/astragals.

Below is a breakdown of the scope for Building Envelope of each location throughout the town:

Town Hall/Police Station

Savings: \$891

Cost: \$11,752

Pay Back: 13.0

- 7 Single Commercial Doors to be weather-stripped
- 1 Double Commercial Door to be weather-stripped
- 4 Overhead Garage Doors to be weather-stripped, 160 linear feet
- 1 Wall Penetration to be sealed above Police Station entry door, 6 linear feet

*Building has an incomplete air-barrier, inconsistent vapor barrier fastened to roof trusses with blown fiberglass across the top. Substantial amounts of fiberglass insulation were added to combat ice-damming and heat loss issues.

Prince Memorial Library

Savings: \$818

Cost: \$2,164

Pay Back: 2.6

- 4 Single Commercial Doors to be weather-stripped
- 1 Double Commercial Door to be weather-stripped

Air Barrier

Savings: \$1,371.9

Cost: \$111,855

Pay Back: 85.8

- 5,077 Square feet of 1" polyiso board insulation to be installed to the underside of the roof trusses, completing the interior air-barrier. Measure requires un-interrupted access to building for approximately 3 weeks to complete the retrofit.

Central Fire

Savings: \$391

Cost: \$2,361

Pay Back: 6.0

- 2 Single Commercial Doors to be weather-stripped (measure does not include main entry, which was found in good condition)
- 4 Overhead Garage Doors to have exterior weather-stripping caulked to building opening, 192 linear feet (all garage doors were replaced in 2013)

Savings: \$585

Cost: \$33,878

Pay Back: 57.9

- 1,580 Square feet of 1" polyiso board insulation to be installed to the underside of the roof trusses, completing the interior air-barrier.

*all windows are scheduled to be completely replaced by end of 2014, currently roughly half of all windows have been replaced.

West Cumberland Fire

Savings: \$242

Cost: \$8,948

Pay Back: 37.0

- 3 Single Commercial Doors to be weather-stripped
- 3 Overhead Garage Doors to be weather-stripped, 144 linear feet
- 3 Square feet of attic bypass to be sealed in administration/meeting hall portion of building, located in plaster ceiling above visible drop tile ceiling.

West Cumberland Recreation Hall

Savings: \$124

Cost: \$1,549

Pay Back: 12.3

- 2 Single Commercial Doors to be weather-stripped
- 1 Double Commercial Doors to be weather-stripped

Savings: \$57

Cost: \$4,104

Pay Back: 72.0

- 208' Band Joist to be sealed and insulated with 2" closed cell foam and coated with DC315 intumescent paint

Valhalla Golf & Recreation Center

Savings: \$785

Cost: \$28,714

Pay Back: 36.6

- 11 Single Commercial Doors to be weather-stripped
- 1 Double Commercial Door to be weather-stripped
- 3 Overhead Garage Doors to be weather-stripped, 96 linear feet
- 2 Single Commercial Doors to be weather-stripped (located in MSGA portion of building)
- 1 Double Commercial Door to be weather-stripped (located in MSGA portion of building)
- 2,600 Square feet of attic space to be insulated to R38, attic over restaurant atop old insulated roof deck

- 62' Ridge vent to be sealed, located in old insulated roof deck
- 3 Attic bypass penetrations to be sealed in attic accessible gable wall of restaurant (4 square feet)

Note: Attic air-sealing, ridge vent and attic bypass to be removed from scope if insulation removed.

Valhalla Maintenance Building

Savings: \$57

Cost: \$1,771

Pay Back: 31.1

- 1 Single Commercial Door to be weather-stripped, exterior door in office
- 40' Interior roof/wall joint to be sealed between conditioned garage space and cold garage space and coated with DC315 intumescent paint
- 7 Single Commercial Doors to be weather-stripped
- 1 Double Commercial Door to be weather-stripped

4 Overhead Garage Doors to be weather-stripped, 160 linear feet

1 Wall Penetration to be sealed above Police Station entry door, 6 linear feet

*Building has an incomplete air-barrier, inconsistent vapor barrier fastened to roof trusses with blown fiberglass across the top. Substantial amounts of fiberglass insulation were added to combat ice-damming and heat loss issues.

Calculation Explanation:

This calculation is used to find the CFM for HLOCC: Heating Load Occupied:

$$(\text{Heat Leakage Area (ft}^2) \times \% \text{Infiltration} \times \text{effective leakage Area} \times ((\text{Stack Coefficient A} \times (\text{Heating Set Point} - \text{Outdoor Air Temp During Heating season}) + (\text{Stack Coefficient B} \times \text{Average Wind Velocity}^2))^{\wedge .5})$$

**That Same Calculation is used to find Unoccupied CFM (HLUNOCC), except the Unoccupied Heating Setpoint will be used to replace the Occupied Heating Setpoint.

Calculation for Occupied Heating Savings/ Unoccupied Heating Savings: (This is in units of Fuel)

$$1.08 \times \text{HLOCC (calculation above)} \times (\text{Heating Setpoint} - \text{Outdoor Air Heating Temperature}) \times \text{Hours per year of Heating Season (from weather Data)}$$

$$168 / \text{BTU's per unit of Fuel} / (1 - \% \text{ loss of heating system})$$

** The same calculation is used except for the replacement of Occupied Heating Set Point and Unoccupied Heating Set point:

ECM-3 Building Automation System Improvements

Town Hall Police Station

1. Humidity and temperature control

Cost: \$ 41,799

- a. Furnish and install One (1) Munters HC-300 Desiccant De-humidifier. Locate unit in basement controls closet.
- b. Provide Power electrical wiring by code
- c. Fabricate and install ductwork connecting new de-humidifier and return duct of existing basement HVAC unit
- d. Make adjustments to the existing Watt Master controls for all Four (4) HVAC units
- e. Modify the existing Trane basement HVAC unit to allow for smaller size compressor to be 1st stage.

2. Night Setback

- a. Siemens will provide programming in the automation system to provide temperature reset capabilities during unoccupied conditions. Equipment scheduling and setback can result in significant saving in areas where occupancy is limited to less than half the day. A simple temperature setback rule of thumb is approximately 1% savings per degree of setback for an 8 to 10 hour period each day.

Savings: \$1,709

3. Town of Cumberland Controls and Humidity research and Development.

- a. Adjustments made:
 - Our Service Mechanic made an adjustment to let stage 1 cooling run for 20 minutes before stage 2 cooling would be enabled. This would let the cooling run longer and have some time to de-humidify the air but, with

the fans cycling several times an hour this will not solve the issue. The fans need to stay running constantly during occupied hours. The fans are set to run constantly at the master panel but the fans were still cycling. I believe that there is programming within the RTU controllers that is

cycling the fans. We do not have access to this programming to make changes. It is also unknown if the cooling is being controlled to maintain a supply temperature. If so, the cooling would be short cycling. On a supply set point of 55 Deg F the cooling would immediately drop to 45 Deg F once enabled. This would cause the cooling to shut back OFF once the minimum timer had expired. We extended the timer between heating stages as well.

- All zones of cooling and heating set-points, were set from 68-74 to make them all the same.
- The constant volume RTU that serves the chamber room has been changed to stay in occupied mode until humidity issues can be resolved. All other RTU's were already set for constant occupancy.

b. What we know about the system issues:

- The voting systems are very low and control systems do not perform very well if controls were replaced we could use better control strategies for the rooftop units and add velocity sensors to the VAV and dial them in for the flow each zone requires for heating and cooling.
- Most VAV zone heating set points were 68-70 Deg F and cooling were 75-76 Deg F. Room set point adjustment had a span of 3 Deg F.
- Units have economizer controller minimum ventilation may not be set correctly. We will plan on fixing this from a service perspective.
- Humidity sensors in building a very unreliable our calibrated device does not read nearly the same humidity levels, as the other devices reading 65 to 75 percent humidity, ours is seeing 44.5%. See picture below.



- We were able to maneuver our way around the master panel and see the configuration for each zone and RTU. Each VAV and RTU has their own DDC controller and are connected with a proprietary communication bus.
- It is not known if the VAV boxes actually function properly or if the zones are balanced and receiving the correct CFM. This will be addressed from a service stand point.

Prince Memorial Library

Savings: \$438

Cost: \$4,587

Pay Back: 10.4

New Programmable Thermostats

Siemens will be installing four programmable thermostats to replace the existing thermostats. The latest programmable thermostats are more accurate, enable better control of space temperatures settings and allow for automatic temperature setbacks during unoccupied periods. Other benefits may include:

- Digital displays
- Touch pad screen, Voice and/or phone programming
- Hold/Vacation features
- Adaptive Recovery/ Smart Recovery features - control features that senses the amount of time it will take to reach the next set-point temperature, and reach desired temperatures by the set time

Central Fire

Savings: \$174

Cost: \$1,268

Pay Back: 7.3

New Programmable Thermostats

Siemens will be installing three programmable thermostats with Day/Night setting to replace the existing thermostats. The latest programmable thermostats are more accurate, enable better control of space temperatures settings and allow for automatic temperature setbacks during unoccupied periods. Other benefits may include:

- Digital displays
- Touch pad screen,
- Hold/Vacation features
- Adaptive Recovery/ Smart Recovery features - control features that senses the amount of time it will take to reach the next set-point temperature, and reach desired temperatures by the set time.

West Cumberland Fire

Savings: \$461

Cost: \$845

Pay Back: 1.8

New Programmable Thermostats

Siemens will be installing two programmable thermostats to replace the existing thermostats. The latest programmable thermostats are more accurate, enable better control of space temperatures settings and allow for automatic temperature setbacks during unoccupied periods. Other benefits may include:

- Digital displays
- Touch pad screen
- Hold/Vacation features

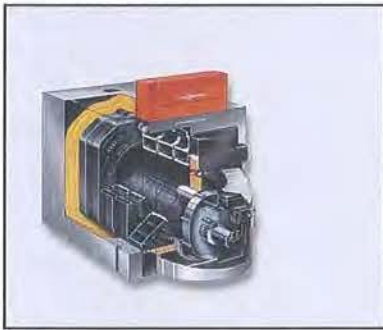
Calculation Explanation

1. Overall U Factor = ((Window U factor x Window Area) + (Wall U factor x Wall Area) + (Roof U factor x Roof Area)) / (Total Envelope Area)
2. Cooling Conduction (MBH) = Overall U Factor x Area x ((OA Temp - Occ Temp)*Occ Hours) + (OA Temp - Unocc Temp)*Unocc Hours)) / (1,000 Btu/Mbh)
3. Heating Conduction (MBH) = Overall U Factor x Area x ((Occ Temp - OA Temp)*Occ Hours) + (Unocc Temp - OA Temp)*Unocc Hours)) / (1,000 Btu/Mbh)
4. Cooling Infiltration (MBH) = Sensible Conversion Factor x Air Infiltration x Area x ((OA Temp - Occ Temp)*Occ Hours) + (OA Temp - Unocc Temp)*Unocc Hours)) / (1,000 Btu/Mbh)
5. Heating Infiltration (MBH) = Sensible Conversion Factor x Air Infiltration x Area x ((Occ Temp - OA Temp)*Occ Hours) + (Unocc Temp - OA Temp)*Unocc Hours)) / (1,000 Btu/Mbh)
6. Heat loss = (Heating Conduction) + (Heating Infiltration)
7. Heating Energy = (Heat Loss) / ((Boiler Efficiency) x (Heating Conversion Factor))
8. Cooling loss = (Cooling Conduction) + (Cooling Infiltration)
9. Cooling Energy = (Cooling Loss) * (Chiller Efficiency) / (Cooling Conversion Factor)

ECM-4 Heating Plant Improvements/ Gas Conversion

High Efficiency Boiler Replacement

Boilers that are more than 25 years old present a tremendous maintenance liability due to their age and do not take advantage of vast design improvements in recent years that dramatically improve boiler efficiency and performance. Boiler inefficiencies include poor combustion efficiency, old and inefficient heat transfer design and excessive jacket heat losses due to a lack of insulation and increased surface area over contemporary boilers.



Siemens recommends the replacement of old inefficient boilers with new boilers that have improved combustion efficiencies and thermal efficiencies.

New high-efficiency boilers incorporate several features to increase their Annual Fuel Utilization Efficiency (AFUE). The AFUE rating indicates what percentage of the energy in the fuel is converted into usable heat. A new, high-efficiency boiler has an AFUE rating of 87% or greater while older boilers typically have AFUE ratings from 70% to 75%. If a boiler has not been well-

maintained, then its efficiency is further decreased. Power burners, electronic spark ignition and pulse combustion are all more efficient methods of burning the fuel. A new high-efficiency boiler incorporates these improvements.

Condensing boilers provide combustion efficiencies as high as 98% depending on the heating system. Condensing boilers are highly efficient boilers and have much lower fuel and running costs than conventional boilers.

Condensing boilers work on the principle of recovering as much energy as possible from the exhaust stream that is normally rejected to the atmosphere from the flue of a conventional boiler.

Benefits include:

1. Reduced carbon dioxide emissions and therefore helps combat global warming.
2. Improved seasonal efficiency and as such reduced fuel bills.

The existing boilers in operable condition will be measured for combustion efficiency during the detailed energy audit to determine the feasibility of their replacement. If the boilers are in good condition, Siemens will propose a burner replacement only.



Product may not be exactly as illustrated.

Below each building is broken out with individual scope:

Town Hall Police Station

Savings: \$554

Cost: \$ 6,916

Pay Back: 12.5

1. SIEMENS will convert the existing equipment from propane to natural gas. The conversion requires a number of parts to be changed and each piece of equipment be adjusted per manufacturer's requirements.

The equipment to be converted is as follows:

- Four (4) Trane Packaged HVAC units
- One (1) Domestic water heater
- Two (2) Gas fired unit heaters

In addition a new exterior gas line connection will be furnished by SIEMENS from the Gas meter supplied and installed by Summit Natural Gas to the existing gas line serving the building equipment

Prince Memorial Library

Boiler Plant Improvement- Oil – LP Gas conversion

Savings: \$3,743

Cost: \$62,158

Pay Back: 16.6

1. The existing oil fired boiler will be replaced with a LP gas condensing boiler of equal capacity Manufactured by Viessmann or equal.
2. New boiler will have thermal efficiency rating of: 94%
3. Included:
 - New boiler pump and control
 - New condensing sealed combustion chimneys
 - Propane piping from boiler to gas regulator outside of boiler room.
 - Hot water supply and return piping, as necessary for new boiler
 - Electrical wiring
4. Due to the delay of natural gas to this facility, The LP boiler can be converted to Natural gas at a later date.

Central Fire

Boiler Plant Improvement- Oil – Nat. Gas conversion

Savings: \$2,546

Cost: \$50,400

Pay Back: 19.8

1. The existing oil fired boiler will be replaced with a natural gas condensing boiler of equal capacity Manufactured by Heat Transfer Products or equal.
2. New boiler will have thermal efficiency rating of: 94%

3. Included:

- New boiler pump and control
- New condensing sealed combustion chimneys
- Hot water supply and return piping, as necessary for new boiler
- Electrical wiring
- Indirect domestic water heater and pump

In addition a new exterior gas line connection will be furnished by SIEMENS from the Gas meter supplied and installed by Summit Natural Gas to the existing gas line serving the building equipment

4. Ductless Split Heat Pumps

Cost: \$33,942

a. One (1) three zone Ductless split heat pump system 30,000 BTUH will be installed and will serve the following spaces:

- Hall
- Microwave Room
- Meeting Room

Based on the above addition the existing Electrical service for the building is too small (200 Amp) and has no available circuit breakers and will be upgraded to 400 Amp to handle the additional equipment. The electric meter will be changed and an additional 200 amp electrical panel added for the additional loads and any future. This new panel will not be served by the existing Emergency Generator.

West Cumberland Fire

Boiler Plant Improvements –Oil – LP Gas conversion

Savings: \$1,011

Cost: \$50,890

Pay Back: 50.3

1. The existing oil fired boiler will be replaced with a LP gas condensing boiler of equal capacity, Manufactured by Heat Transfer Products or equal.
2. New boiler will have thermal efficiency rating of: 94%
3. Included:
 - New boiler pump and control
 - New condensing sealed combustion chimneys
 - Propane piping from boiler to gas regulator outside of boiler room.
 - Hot water supply and return piping, as necessary for new boiler
 - Electrical wiring

4. Due to the delay of natural gas to this facility, The LP boiler can be converted to Natural gas at a later date.
- 5.

1. Ductless Split Air Conditioning

Cost: \$21,769

- a. One (1) Three zone Ductless split heat air conditioning system 24,000 BTUH will be installed and will serve the following spaces:
 - Bedroom # 1
 - Office
 - Bedroom # 2
- b. The existing Meeting room has a building window unit (24,000 BTUH) and looks to be in working condition, but as an option, it could be replaced with One (1) Single zone Ductless split heat air conditioning system 24,000 BTUH

Cost: \$13,963

West Cumberland Recreation Hall

Boiler Plant Improvements –Oil- LP Gas conversion

Savings: \$1,170

Cost: \$38,636

Pay Back: 33.0

1. The existing oil fired boiler will be replaced with a LP gas condensing boiler of equal capacity, Manufactured by Heat Transfer Products or equal.
2. New boiler will have thermal efficiency rating of: 94%
3. Included:
 - New boiler pump and control
 - New condensing sealed combustion chimneys
 - Propane piping from boiler to gas regulator outside of boiler room.
 - Hot water supply and return piping, as necessary for new boiler
 - Electrical wiring
4. Due to the delay of natural gas to this facility, The LP boiler can be converted to Natural gas at a later date.

1. Ductless Split Air Conditioning

Cost: \$24,514

- a. Two (2) Single zone Ductless split heat air conditioning system 24,000 BTUH each will be installed and will serve the following spaces:
 - 2nd Floor recreation Hall Only.

Note: As there are existing operable windows no additional ventilation will be added

Hawthorne Court Senior Housing

Boiler Replacements –LP gas – Nat. Gas conversion

Savings: \$2765

Cost: \$332,437

Pay Back: 120.2

1. Replace Thirty (30) existing Heatmaker LP-fired combination heating-Domestic water boilers with new condensing Type Viessmann Natural Gas fired Combination heating/domestic boilers.
2. New boilers will have thermal efficiency rating of: 94%
5. Included:
 - New boiler pump and control
 - Replace existing expansion tanks, fill and backflow preventers
 - New condensing sealed combustion chimneys
 - Natural gas piping from boiler to gas regulator outside of boiler room.
 - Hot water supply and return piping connections as necessary for new boiler
 - Electrical wiring reconnects

Val Halla Golf Facility

Savings: \$-3,896

Cost: \$9,405

Pay Back: -2.5

1. Ductless Split Heat Pumps - One (1) ductless Split Heat pump 12,000 BTUH will be added for the lower level meeting room.

General Note for Heating Plant Improvement Scope:

1. Exceptions:

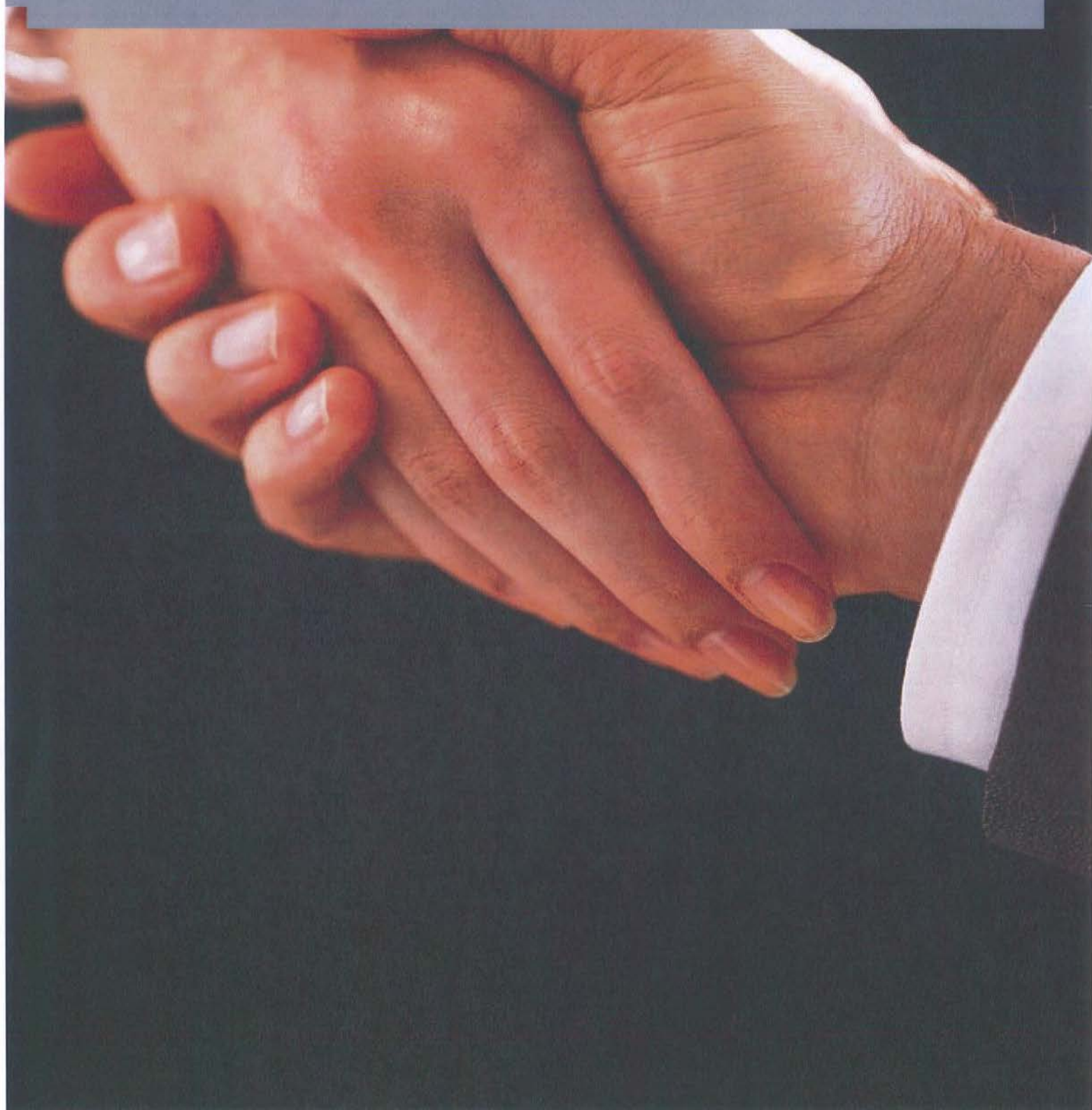
- a. There are no propane tank or propane piping removals included in this scope
- b. There are no propane tank installations included in this scope
- c. Natural gas piping will be furnished and installed from the gas meter location to an existing point of connection (on existing propane gas systems) or on new system to the appliance.
- d. Propane piping will be disconnected from the appliance and capped at a point outside the boiler rooms.

Calculation Explanation for the Fuel Conversion

<u>Item</u>	<u>Value</u>	<u>Units</u>
Current Cost of Operation	From Bills	\$
Baseline Fuel Use	From Bills	Gallons Oil/Propane
Existing Boiler Efficiency	Measured %	%
Baseline Load	Baseline Use in MBTU	Mbtu/yr
Proposed Boiler Combustion Efficiency	New Boiler Efficiency	%
Proposed Fuel Use	Baseline Load (MBTU)/ New Efficiency then Converted into Therms	Therms (or gallons LP)
New cost	Proposed Fuel X Cost/therm	\$ (price/ therm or gallon)
Savings	Current Cost- Proposed Cost	\$

**This calculation is used for the conversion from Oil to propane or Natural gas. The BTU's per unit will vary depending on the fuel.*

4. Siemens Your Energy Partner



A Full-Service Energy Savings Company (ESCO)

Siemens is a full-service ESCO. Our customers benefit directly from Siemens' ability to leverage global resources in energy services, renewable energies, sustainability, mechanical system design and installation, technology, and performance solutions. Other ESCOs must procure all equipment from vendors and then mark up this equipment accordingly. Our 'one company' delivery alleviates construction and warranty issues as we provide a one number, one-call approach to problem solving.

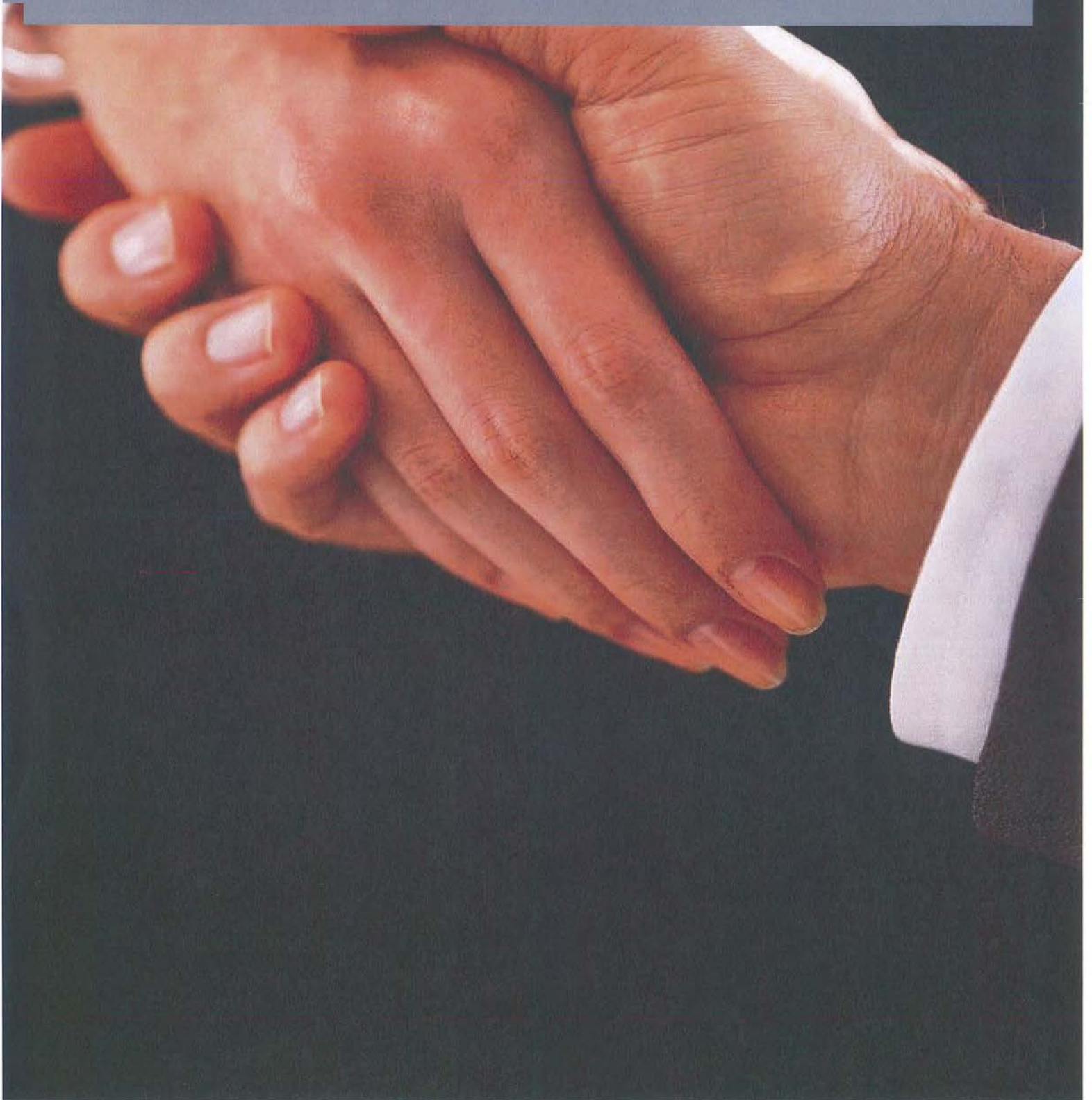
At Siemens we can provide an array of equipment directly from other Siemens companies or from the worldwide network of Siemens partner companies, such as Carrier, Trane, and ABB, at a significantly decreased cost than you would pay through another ESCO.

Financial Stability and Security

Siemens continues to be a dominant global and local leader in financial growth, stability and security. In today's economic climate, it is important to research the financial stability of the ESCO you are choosing as a long-term energy management partner. We personally back our performance contracts with our \$6 billion in annual international revenues and 117 years of security.

We are confident that we will provide you with an exceptional energy contracting performance program. Siemens has the experience, personnel and processes in place to help our clients exceed their goals for a comprehensive energy savings program. We have the flexibility and the resources to align our team with your project immediately. Together, we can best meet your energy performance needs.

6. Product Information



Product Specifications

This section includes the documentation associated with the measures described above.

VAL HALL GOLF COURSE Ductless Split

Cooling CapaTown(BTU):	12000
Heating CapaTown(BTU):	13800
SEER:	21
Power Supply:	230/208V 1PH 60Hz
Indoor Dimensions (H x W x D):	11-7/16" x 34-9/32" x 8-1/16"
Outdoor Dimensions (H x W x D):	21-9/32" x 30-23/32" x 11-13/32"
Liquid Line:	1/4"
Suction Line:	1/2"
Max. Pipe Length (ft.):	66'
Max. Elevation (ft.):	49'
Refrigerant Pipe Type:	Flare
Fan Speeds:	5 Speeds/ Auto
Modes:	Heating
Application:	Cooling
Features:	Program Timer
	Self Diagnosing Function
	24-Hour Programmable
Modes:	Cooling
	Quiet Mode
Remote Control:	Wireless
Energy Star Rated:	Yes

CUMBERLAND FIRE STATION

3 INDOOR/1 OUTDOOR UNIT

Product Type:	Outdoor Unit
Cooling CapaTown(BTU):	29000
Heating CapaTown(BTU):	30600
Cooling CapaTown(BTU):	28600
Air Flow CapaTown(CFM):	1942
Operation Sound:	53
SEER:	17.2
Outdoor Dimensions (H x W x D):	35-1/32" x 35-7/16" x 12-19/32"
Refrigerant Pipe Type:	Flare
Fan Speeds:	Hi/Med/Low/Auto

Boiler List

Location	Boiler Manf/ Model Number	Quantity	Fuel Type	CE%	Thermal Eff %
CumberlandMeadows Housing	Viessmann WBIB-35 with DWH	30	Nat Gas	94%	
Prince Library	Viessmann CM2-246 with outdoor reset	1	Propane	95%	
Cumberland Fire Station	Heat Transfer Products Mod Con 500*	1	Nat Gas		94%
WestCumberland Station	Fire Heat Transfer Products Mod Con 500*	1	Propane		94%
West Rec / Training Center	Heat Transfer Products HTP EL-399*	1	Propane		96%

ITEM

14-145

To hold a Public Hearing to consider and act on authorizing bonding of \$600,000.00 for Senior Housing roofs and heating systems

**CUMBERLAND TOWN COUNCIL ORDER
AUTHORIZING THE ISSUANCE OF
GENERAL OBLIGATION BONDS AND NOTES**

WHEREAS, the Town desires to issue its general obligation bonds in an aggregate principal amount not to exceed \$600,000 and to appropriate the proceeds thereof to finance the Project described in this Order;

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

Section 1: Appropriation. The sum of \$600,000 is hereby appropriated, from the proceeds of the Bonds and Notes herein authorized, to finance the costs of new heating systems for 30 units and new roofs for 9 buildings at the Town owned and operated Cumberland Meadows Elderly Affordable Housing Project located at or near Tuttle Road in Cumberland, and which Bonds and Notes may also finance costs of issuance of the Bonds and Notes and capitalized interest of up to three years on the Bonds and Notes (the "Project").

Section 2: Authorization of Bonds. For the purposes of financing the aforesaid appropriation, pursuant to the Town Charter and all other authority thereto enabling, there is hereby authorized and approved the issuance of the general obligation bonds (the "Bonds") of the Town in an aggregate principal amount not to exceed \$600,000. The Bonds shall be designated "Town of Cumberland, Maine, [Year of Issuance] General Obligation Bonds." The proceeds of the Bonds and any Notes shall be used to finance the costs of the Project.

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

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

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

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

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

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

Section 9: Registration. The Bonds and Notes shall be transferable only on registration books of the Town kept by the transfer agent, and said principal amount of the Bonds or Notes of the same maturity (but not of other maturity) in the denomination of \$5,000 or any multiple thereof (or such other minimum denomination as the Treasurer shall establish) upon surrender thereof at the principal office of the transfer agent, with a written instrument of transfer satisfactory to the transfer agent duly executed by the registered owner or his attorney duly authorized in writing. Upon each exchange or transfer of a Bond or Note the Town and the Transfer Agent shall make a charge sufficient to cover any tax, fee or any other governmental charge required to be payable with respect to such exchange or transfer, and with respect to such exchange or transfer, and subsequent to the first exchange or transfer, the cost of preparing new Bonds or Notes upon exchanges or transfer thereof to be paid by the person requesting the same.

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

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

Section 12: Tax-Exempt Bond Covenants. The Treasurer is authorized to covenant and certify on behalf of the Town that no part of the proceeds of the issue and sale of the Notes or the Bonds authorized to be issued hereunder shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause such Notes or Bonds to be

"arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and that no part of the proceeds of the issue and sale of such Notes or Bonds (including any notes and bonds in renewal thereof) shall be used, directly or indirectly, in such manner which would cause the Notes or Bonds to be "private activity bonds" within the meaning of Section 141 of the Code.

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

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

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

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

Section 15: Deputy Officials. If the Treasurer, Chair of the Town Council or Clerk are for any reason unavailable to approve and execute the Bonds or Notes or any of the related financing documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had herself performed such act.

Section 16: Other Actions. The Treasurer, Chair of the Town Council, Clerk and other appropriate officers of the Town are hereby authorized and empowered to do all such acts and things, and to execute, deliver, file, approve, and record all such financing documents, contracts, deeds, assignments, certificates, memoranda, abstracts, and other documents as may be necessary or advisable, with the advice of counsel for the Town, including but not limited to any certificates, bond insurance agreements, notices of sale and other documents as may be necessary or appropriate in connection with the sale of the Bonds and Notes and any letter of credit agreement or liquidity facility agreement necessary to the issuance of any Bonds or Notes, to carry out the provisions of the resolutions heretofore adopted at this meeting in connection with the Project, the

execution, sale, and delivery by the Town of the Bonds and Notes and the execution and delivery of any related financing documents.

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

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

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

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

Section 21: Reimbursement. It is the intent of the Town Council that this Bond Order shall constitute the Town's declaration of official intent within the meaning of Treasury Regulation 1.150-2 to pay, on an interim basis, costs of the Project in an amount up to the

principal amount of the Bonds to be issued, which costs the Town reasonably expects to reimburse with proceeds of the Bonds or Notes.

CUMBERLAND HOUSING AUTHORITY
Meeting Minutes
August 4, 2014 – 6:00 p.m.
East Conference Room
CUMBERLAND TOWN OFFICE

I. Call to Order: The meeting was called to order at 6:00 p.m.

II. Roll Call

Present: Bill Hansen, Connie Bingham, Eileen Wyatt, Peter O'Donnell, Norman Maze, Joyce Frost, James Clifford, Bill Stiles, Council Liaison

Staff: William Shane, Town Manager, Heather Perrault, Finance Director, Pam Bosarge, Administrative Assistant

Absent: Carla Nixon, Executive Director

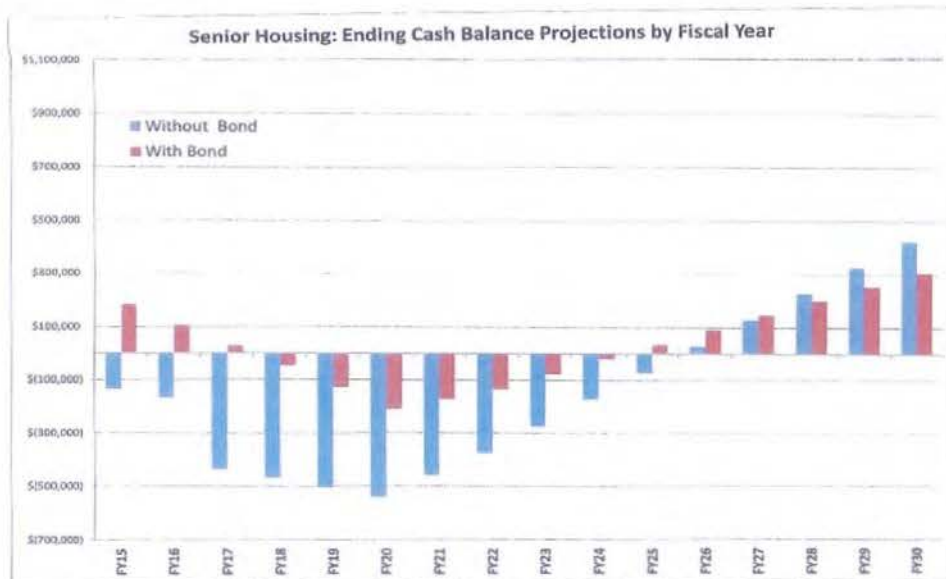
III. Election of Committee Chair: Mr. Hansen nominated Joyce Frost. Ms. Bingham seconded.

VOTE: Unanimous

Ms. Frost turned the meeting over to the Mr. Shane to review the Senior Housing financial balances.

Mr. Shane stated to convert the boilers at Cumberland Meadows the cost is 12,000 to 14,000 per unit, for a total of \$340,000. We have looked at several options from a single boiler to the current individual boilers per unit. The proposal is to remain with single boilers per unit. This cost is not unreasonable it includes upgrades to the venting and the furnace rooms; which are required to meet code. The current systems are 22 years old and two units have had the coils replaced. The systems are aging and requiring constant maintenance. All of the new furnaces will have separate meters to allow the Town going forward to charge new occupants for their individual metered use.

Mr. Shane reviewed the cash balances with and without the bond, as shown on the spread sheets below. Mr. Shane explained the bond amount would include roof repairs.



\\FINANCE\General Finance Documents\Enterprise Funds\Senior Housing Fund\2014-06-04 Senior Housing projections

Town of Cumberland
Senior Housing Fund
FY2015 Projections - with bond

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Beg Balance - Cash & Investments	\$ 333,766	\$ 330,163	\$ 266,794	\$ 244,142	\$ 181,361	\$ 104,227	\$ 29,531	\$ (46,601)	\$ (127,724)	\$ (208,275)	\$ (171,066)	\$ (134,042)	\$ (78,619)
Revenues													
Rental Income @ 95%	\$ 279,685	\$ 281,162	\$ 289,816	\$ 289,520	\$ 295,310	\$ 301,216	\$ 307,240	\$ 313,385	\$ 319,653	\$ 326,046	\$ 332,567	\$ 339,218	\$ 346,003
Rental Income estimated increase:				2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Investment Income	\$ 11,812	\$ (2,943)	\$ 2,885	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 291,797	\$ 278,219	\$ 292,501	\$ 289,520	\$ 295,310	\$ 301,216	\$ 307,240	\$ 313,385	\$ 319,653	\$ 326,046	\$ 332,567	\$ 339,218	\$ 346,003
Expenditures - cash basis													
Operating Expenses	\$ 156,235	\$ 206,355	\$ 181,720	\$ 187,172	\$ 192,787	\$ 198,570	\$ 204,527	\$ 210,653	\$ 216,983	\$ 223,493	\$ 230,197	\$ 237,103	\$ 244,218
Operating Expense estimated increase:				3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Capital Projects - Roofs - \$240k													
Energy Conversion - \$340k													
Radon Remediation				\$ 16,000									
Bond Principal & Interest	\$ 118,820	\$ 114,860	\$ 113,028	\$ 106,284	\$ 114,312	\$ 111,597	\$ 113,500	\$ 118,300	\$ 117,875	\$ -	\$ -	\$ -	\$ -
MSHA Financing	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 1,892	\$ -
New capital projects bond				\$ 22,500	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Total Expenses	\$ 295,400	\$ 341,565	\$ 315,153	\$ 352,301	\$ 372,444	\$ 375,512	\$ 381,372	\$ 394,898	\$ 400,203	\$ 408,538	\$ 416,542	\$ 423,795	\$ 429,217
Annual surplus (deficit)	\$ (3,603)	\$ (63,346)	\$ (22,652)	\$ (62,781)	\$ (77,134)	\$ (74,296)	\$ (74,132)	\$ (81,513)	\$ (80,550)	\$ 37,208	\$ 37,024	\$ 55,423	\$ 56,786
End Balance - Cash & Investments	\$ 330,163	\$ 266,794	\$ 244,142	\$ 181,361	\$ 104,227	\$ 29,531	\$ (46,601)	\$ (127,724)	\$ (208,275)	\$ (171,066)	\$ (134,042)	\$ (78,619)	\$ (21,833)

\\FINANCE\General Finance Documents\Enterprise Funds\Senior Housing Fund\2014-06-04 Senior Housing projections

Town of Cumberland
Senior Housing Fund
FY2015 Projections - with bond

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Reg Balance - Cash & Investments	\$ (21,833)	\$ 34,547	\$ 90,439	\$ 145,757	\$ 200,414	\$ 254,315	\$ 307,363	\$ 359,456	\$ 410,487	\$ 460,345	\$ 508,913	\$ 556,072
Revenues												
Rental Income @ 95%	\$ 352,923	\$ 359,861	\$ 367,181	\$ 374,524	\$ 382,015	\$ 389,655	\$ 397,448	\$ 405,397	\$ 413,505	\$ 421,775	\$ 430,211	\$ 438,815
Rental Income estimated increase	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Investment Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 352,923	\$ 359,861	\$ 367,181	\$ 374,524	\$ 382,015	\$ 389,655	\$ 397,448	\$ 405,397	\$ 413,505	\$ 421,775	\$ 430,211	\$ 438,815
Expenditures - cash basis												
Operating Expenses	\$ 251,543	\$ 259,089	\$ 266,862	\$ 274,866	\$ 283,114	\$ 291,607	\$ 300,355	\$ 309,368	\$ 318,647	\$ 328,207	\$ 338,053	\$ 348,194
Operating Expense estimated increase	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Capital Projects - Roofs - \$240k												
Energy Conversion - \$340k												
Radiation Remediation												
Ward Principal & Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSHA Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
New capital projects bond	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 22,500
Total Expenditure	\$ 296,543	\$ 304,089	\$ 311,862	\$ 319,866	\$ 328,114	\$ 336,607	\$ 348,355	\$ 364,368	\$ 383,647	\$ 403,207	\$ 423,053	\$ 448,694
Annual surplus (deficit)	\$ 56,380	\$ 55,772	\$ 55,319	\$ 54,657	\$ 53,901	\$ 53,048	\$ 52,093	\$ 51,031	\$ 49,858	\$ 48,568	\$ 47,158	\$ 45,121
End Balance - Cash & Investments	\$ 34,547	\$ 90,439	\$ 145,757	\$ 200,414	\$ 254,315	\$ 307,363	\$ 359,456	\$ 410,487	\$ 460,345	\$ 508,913	\$ 556,072	\$ 602,192

01/27/2015 (General Expense Fund) Senior Housing Fund 2015-26 04 Senior Housing projection

Mr. Stiles stated the Finance Committee met prior to the meeting and approved the request for a bond. He stated the Housing Authority conducted a study of the roofs four years ago and the projected life span was three to five years.

Ms. Frost asked if the Authority should consider rent increases higher than two percent.

Mr. Shane stated the Council recommended significant rental increases and/or have future new tenants responsible for the heating costs.

Ms. Frost asked when the heating systems would be changed over.

Mr. Shane stated after October 1st.

Mr. Shane stated he had talked with the Town Attorney regarding the nature of the Housing Authority, it is not a true Housing Authority; it is a Municipal Housing Authority, if the Authority has expenses over budget they are paid by the Town.

Mr. O'Donnell asked Mr. Stiles as Council Liaison what was the recommended direction from the Council.

Mr. Stiles stated the finance Committee met today and will recommend to the Town Council that the Town apply for a bond of \$600,000 for both projects.

Mr. Shane stated the urgency tonight is to authorize this request to move forward; so this amount could be added to the bond in November.

Ms. Frost asked if there was a reason not to replace the heating systems and defer the roof costs.

Mr. Shane stated if the Town gets a bond for 3 million dollars for ocean access this can be added to the bond amount; which will save the Town and Housing Authority money.

Ms. Perreault, Finance Director stated bonds have a timing requirement; the money must be spent within a certain number of months.

Mr. Shane stated the housing authority would have two years to spend the money. The roofs could be done in two phases, summer of 2015 and 2016. Mr. Shane the Housing Authority would have time to engage in conversations with staff regarding future transitional rents and fuel costs. The proposed financial numbers this evening did not include variables of increasing transitional rents or fuel costs.

Ms. Frost asked if the Authority needed to vote to go forward with the bond.

Ms. Bingham asked about the radon expense.

Mr. Shane stated this spring all rental units were required to be tested for radon. This was done and all units came back with elevated radon levels. The mitigation systems have been installed and follow up radon testing will happen on August 11th.

Mr. Hansen asked if we were comfortable with the roof pricing, are these hard numbers.

Mr. Shane stated there are nine roofs he is figuring around \$250,000, based on the amount spent at the fire department a few years ago. This is a good estimate.

Mr. Stiles stated the roofs will go out to bid.

Mr. Shane stated the Siemen's furnaces have a life time warranty on the coils, and 25 years on the systems. The boilers will have an efficiency rating of 93%.

Ms. Frost asked for a motion.

Mr. Clifford moved to authorize the Town Council to move forward with bonding for capital improvements for furnaces and roofing. The bond amount to be \$600,000.00

Mr. Maze seconded.

VOTE: Unanimous

IV. Next Meeting:

The next meeting will be on September 15, 2014 at 6:00 p.m. At the next meeting the Committee will discuss: Budget scenarios with new transitional rates, affordable units and utility costs.

Mr. Shane stated the Town has thirty-eight affordable housing units at Village Green Apartments, the Drowne Road School, and asked if we still needed to keep the current rents at affordable until 2019; perhaps Cumberland Meadows should be at market rents. The Town has no control over Village Green Apartments; however the Town has done a lot to promote affordable senior housing within the town.

Ms. Bingham stated the middle income residents are not well served; there is a need for people not considered within the HUD guidelines.

Mr. Stiles asked about paying off the MSHSA bond which would eliminate the need to keep the six subsidized units.

Mr. Shane stated there would be a penalty to pay off the bond early.

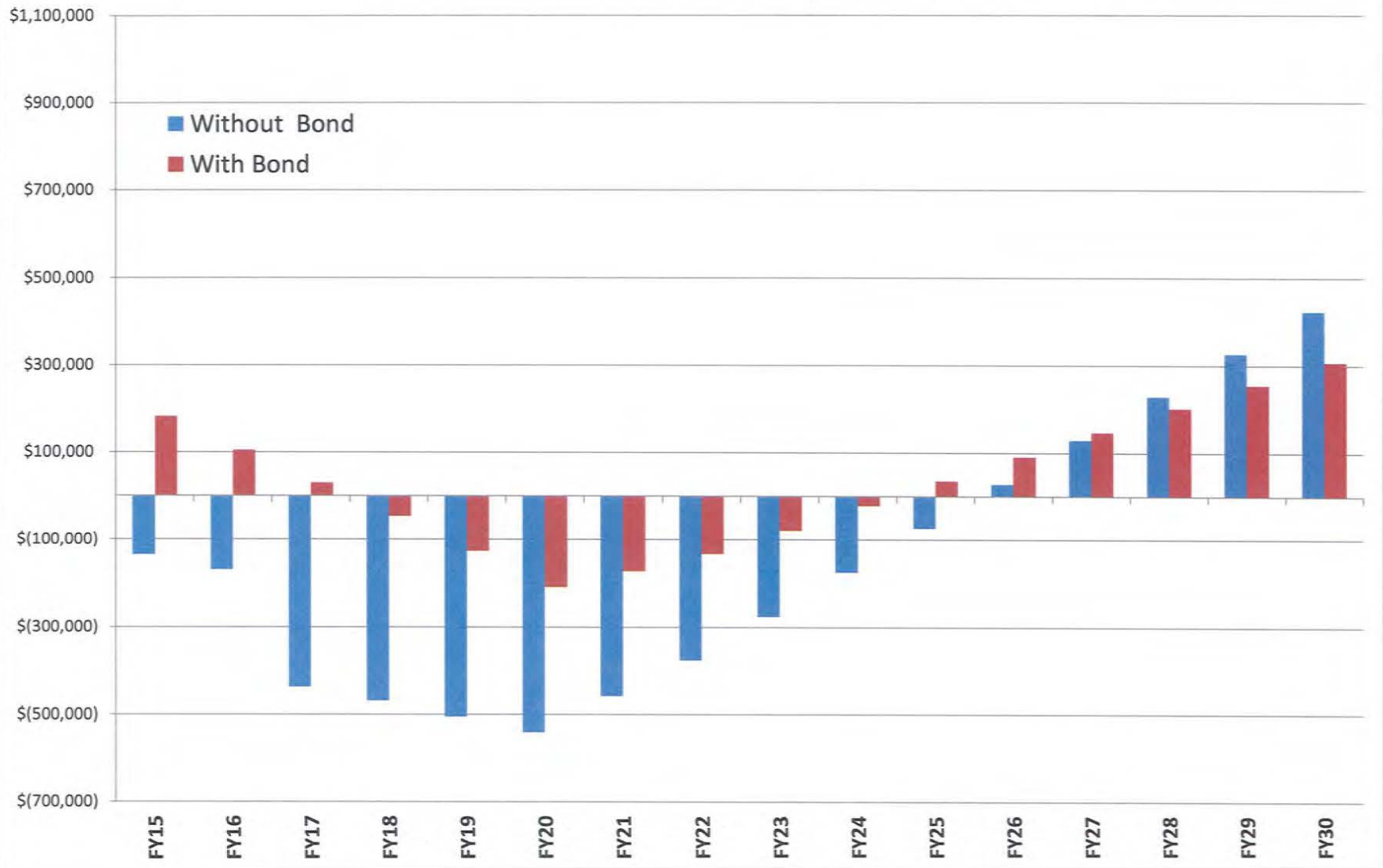
The Committee will discuss rents, utilities and need for affordable units at the next meeting on September 15, 2014 at 6:00 p.m.

V. Adjournment: The meeting was adjourned at 7:00 p.m.

Respectfully submitted,

Pam Bosarge, Administrative Assistant

Senior Housing: Ending Cash Balance Projections by Fiscal Year



Town of Cumberland
Senior Housing Fund
FY2015 Projections - with bond

	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Beg Balance - Cash & Investments	\$ 333,766	\$ 330,163	\$ 266,794	\$ 244,142	\$ 181,361	\$ 104,227	\$ 29,531	\$ (46,601)	\$ (127,724)	\$ (208,275)	\$ (171,066)	\$ (134,042)	\$ (78,619)
Revenues													
Rental Income @ 95%	\$ 279,985	\$ 281,162	\$ 289,816	\$ 289,520	\$ 295,310	\$ 301,216	\$ 307,240	\$ 313,385	\$ 319,653	\$ 326,046	\$ 332,567	\$ 339,218	\$ 346,003
<i>Rental Income estimated increase:</i>				2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Investment Income	\$ 11,812	\$ (2,943)	\$ 2,685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 291,797	\$ 278,219	\$ 292,501	\$ 289,520	\$ 295,310	\$ 301,216	\$ 307,240	\$ 313,385	\$ 319,653	\$ 326,046	\$ 332,567	\$ 339,218	\$ 346,003
Expenditures - cash basis													
Operating Expenses	\$ 156,235	\$ 206,355	\$ 181,720	\$ 187,172	\$ 192,787	\$ 198,570	\$ 204,527	\$ 210,663	\$ 216,983	\$ 223,493	\$ 230,197	\$ 237,103	\$ 244,216
<i>Operating Expense estimated increase:</i>				3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Capital Projects - Roofs - \$240k													
Energy Conversion - \$340k													
Radon Remediation				\$ 16,000									
Bond Principal & Interest	\$ 118,820	\$ 114,888	\$ 113,088	\$ 106,284	\$ 114,312	\$ 111,997	\$ 113,500	\$ 118,500	\$ 117,875	\$ -	\$ -	\$ -	\$ -
MSHA Financing	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 20,345	\$ 1,692	\$ -
New capital projects bond				\$ 22,500	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Total Expenses	\$ 295,400	\$ 341,588	\$ 315,153	\$ 352,301	\$ 372,444	\$ 375,912	\$ 383,372	\$ 394,508	\$ 400,203	\$ 288,838	\$ 295,542	\$ 283,795	\$ 289,217
Annual surplus (deficit)	\$ (3,603)	\$ (63,369)	\$ (22,652)	\$ (62,781)	\$ (77,134)	\$ (74,696)	\$ (76,132)	\$ (81,123)	\$ (80,550)	\$ 37,208	\$ 37,024	\$ 55,423	\$ 56,786
End Balance - Cash & Investments	\$ 330,163	\$ 266,794	\$ 244,142	\$ 181,361	\$ 104,227	\$ 29,531	\$ (46,601)	\$ (127,724)	\$ (208,275)	\$ (171,066)	\$ (134,042)	\$ (78,619)	\$ (21,833)

Town of Cumberland
Senior Housing Fund
FY2015 Projections - with bond

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036
Beg Balance - Cash & Investments	\$ (21,833)	\$ 34,547	\$ 90,439	\$ 145,757	\$ 200,414	\$ 254,315	\$ 307,363	\$ 359,456	\$ 410,487	\$ 460,345	\$ 508,913	\$ 556,072
Revenues												
Rental Income @ 95%	\$ 352,923	\$ 359,981	\$ 367,181	\$ 374,524	\$ 382,015	\$ 389,655	\$ 397,448	\$ 405,397	\$ 413,505	\$ 421,775	\$ 430,211	\$ 438,815
Rental Income estimated increase:	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
Investment Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 352,923	\$ 359,981	\$ 367,181	\$ 374,524	\$ 382,015	\$ 389,655	\$ 397,448	\$ 405,397	\$ 413,505	\$ 421,775	\$ 430,211	\$ 438,815
Expenditures - cash basis												
Operating Expenses	\$ 251,543	\$ 259,089	\$ 266,862	\$ 274,868	\$ 283,114	\$ 291,607	\$ 300,355	\$ 309,366	\$ 318,647	\$ 328,207	\$ 338,053	\$ 348,194
Operating Expense estimated increase	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Capital Projects - Roofs - \$240k												
Energy Conversion - \$340k												
Radon Remediation												
Bond Principal & Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MSHA Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
New capital projects bond	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 22,500
Total Expenses	\$ 296,543	\$ 304,089	\$ 311,862	\$ 319,868	\$ 328,114	\$ 336,607	\$ 345,356	\$ 354,366	\$ 363,647	\$ 373,207	\$ 383,053	\$ 370,694
Annual surplus (deficit)	\$ 56,380	\$ 55,892	\$ 55,319	\$ 54,657	\$ 53,901	\$ 53,048	\$ 52,093	\$ 51,031	\$ 49,858	\$ 48,569	\$ 47,158	\$ 68,121
End Balance - Cash & Investments	\$ 34,547	\$ 90,439	\$ 145,757	\$ 200,414	\$ 254,315	\$ 307,363	\$ 359,456	\$ 410,487	\$ 460,345	\$ 508,913	\$ 556,072	\$ 624,192

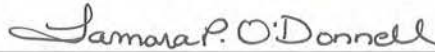
ITEM

14-146

To receive a Certificate of Sufficiency of Petition from the
Town Clerk

CERTIFICATE OF SUFFICIENCY OF PETITION

I, Tamara P. O'Donnell, being the duly appointed Town Clerk in Cumberland, Maine, do hereby certify that I have examined the petition instruments filed with me between July 16, 2014 and August 13, 2014 pursuant to the Cumberland Town Charter and State of Maine Election laws and have found them to contain a total of 614 valid signatures. 599 signatures are required for the purpose of submitting to a referendum vote the following question: "Do you support the following Town Council's action on July 14, 2014. Adoption of Ordinance approving Contract Zoning amendment for property located at 3 Longwoods Road, Cumberland, Maine, to create two lots and to convey to the Town of Cumberland a Right-of-Way from Longwoods Road to Harris Road?" I hereby further certify that the petitions submitted during this period contain the requisite 599 valid signatures.



Tamara P. O'Donnell
Cumberland Town Clerk

ITEM

14-147

To set a Public Hearing date (September 8th) to consider and act on
setting a November 4, 2014 Special Municipal Overrule
Referendum Election date

ITEM 14-148

To hold a Public Hearing to consider and act on no increase in
sewer user fees for FY'15



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

August 11, 2014

Re: Sewer User Fee – No Increase - August 2014

Dear Cumberland Sewer User:

A Public Hearing has been set for **7:00 PM, Monday, August 25, 2014** in the Town Council Chambers at **Town Hall** to discuss the sewer user fees as proposed in the table below.

		Current	Projected
	August 2012	Sept. 2013	2014
Consumption Rate per HCF	6.00	6.00	6.00
Charge Per HCF (Avg User is 6 HCF per month)	\$4.96	\$5.29	\$5.29
Base or Ready to Serve Fee	\$34.25	\$34.25	\$34.25
Proposed Avg. Monthly Fee August 2011	\$64.00	\$66.00	\$66.00
Avg. \$ Increase / Month	\$2.00	\$2.00	\$0.00
% Increase	3.2%	3.1%	0%

There is no proposed increase for the next year. If you cannot attend the Town Council meeting, it will be televised on Cable Channel 2 and re-broadcast several times during the month. Please contact my office if I can be of any further assistance to you regarding this matter.

Sincerely,

William R. Shane, P.E.
Town Manager
wshane@cumberlandmaine.com

ITEM

14-149

To hold a Public Hearing to consider and act on a Mass Gathering Permit for Binnie Media's Maine Ultimate Fall Yard Sale to be held at the Cumberland Fairgrounds on October 11, 2014 from 9:00 a.m. to 2:00 p.m.

MEMORANDUM

To: William Shane, Town Manager

From: Tamara O'Donnell, Town Clerk

Re: Maine's Ultimate Yard Sale

I held a meeting at 9:00 a.m., on Tuesday, March 4, 2014, with Police Chief Charron and Deputy Fire Chief Bernier, in which we discussed both the Spring and the Fall Ultimate Yard Sale. I reviewed in detail the requirements of the Mass Gathering Ordinance. The following represents our mutual understanding:

- Event participators will register online through the ultimateyardsale.com site.
- Registration levels have been increased to 300 from the previous level of 250.
- Exact attendance levels are unknown, however, it was determined that 4,500 is likely. Therefore, the organizers will pay the Minor Mass Gathering fee of \$500.00.
- Registration cost will be \$30.00 per 12 x 12 foot booth.
- Entrance fee for attendee is \$2.00 per person.
- No parking fee will be charged.
- The event will be held Saturday, October 11, 2014 and occur within a fenced area.
- There will be no collection of the entrance fee at the gate. Vehicles will be flagged from the entrance to the parking area and the entrance fee will be paid after parking and at the gate of the fenced vendor area.
- If the event is to be cancelled for any reason, a 24 hour notice will be provided by email to all participants and to the public through the broadcasting agency's seven radio stations.
- Registrants are required to set up between 5:00 a.m. and 8:00 a.m.
- Additional staff (6) have been hired by "At Work" flaggers to control parking.
- There will be 1 Paramedic, 1 EMT, and 1 Supervisor from the Fire Department on site.
- There will be 1 Fire Engine on site.
- There will be 3 police officers on duty at the event.
- Communication between parties will be by two way radio and cell phone.
- Food Vendors will be handled exclusively through the Farmers' Club.
- A copy of the contract with Blow Brothers as well as a copy of the event insurance coverage naming the town as an additional insured is attached to the application.
- Nassau Broadcasting will have approximately 25 employees in attendance throughout the event.

The Town fees for this event are listed below:

\$500.00	-	Mass Gathering Fee
\$445.00	-	Police Department
\$380.00	-	Fire Department

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

TOWN OF CUMBERLAND

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

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

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

Name of Applicant: BINNIE MEDIA
Address of Applicant: 477 CONGRESS STREET, PORTLAND, ME 04101
Name of Event: MAINE'S ULTIMATE FALL YARD SALE
Facility where the event will be held: CUMBERLAND FAIRGROUND
Is the facility owned by the applicant: yes; X no, (if no, attach a copy of the contract with
The owner which allows use of property)
Name of promoter (if different from above): _____
Telephone number: _____
Date of Event: 10/11/14 Time (start and finish times): 9A-2P
Number of tickets available: -
Expected attendance: 5,000
Description of event: LARGE YARD SALE - Flea Market

Will any food vendors be serving at the event: ✓ yes, _____ no, (if yes, how many, and
what types) FAT GUYS, STEVE'S FRIED DOUGH

ALL FOOD VENDORS CONTRACTED BY CUMBERLAND PARKMEN'S CLUB

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

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

1. MAY 31, 2014 - SPRING YARD SALE
2. OCT 12, 2013 - FALL YARD SALE
3. JUNE 8, 2013 - SPRING YARD SALE

Description of facility:

- A. Seating capacity: N/A permanent; _____ temporary
- B. Other seating capacity: N/A festival; _____ standing room only (sq. ft.)
- C. Number of toilets available: _____ permanent; 15 portable Blow Brothers
- D. Number of parking spaces available: 3000 on-site; _____ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours: _____ yes; _____ no, if no, which lots are not lighted N/A
- F. Source of potable water: _____
- G. Refuse containers available, number and size: 15 - Cumberland Farmer's Club + 30 YD Dumpster
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse)
PINETREE WASTE (Casella)
- I. When will refuse be picked up? SUNDAY, OCT. 12TH

Public Safety:

- J. Describe first aid facilities: CUMBERLAND EMT
- K. Describe emergency facilities: CUMBERLAND FIRE & POLICE
- L. Describe communication facilities: _____
- M. Number of certified police officers: 2-3
- N. Other security personnel (include company name and qualification): AT WORK PROFESSIONAL
PARULIN PERSONNEL - 6 Planners
- O. Describe fire personnel: CUMBERLAND FIRE

Other:

- P. Name of liability insurance ATTACHED
Amount of coverage 1,000,000; amount of property insurance 1,000,000
- Q. Preferred type of performance guarantee (i.e. escrow account, irrevocable letter of credit)

Patricia Coll
Authorized Signature

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

Authorized Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ellis Agency Inc 196 York Street P.O. Box 380 York, Maine 03909	Phone: (207)363-7670 Fax: (207)363-1389	CONTACT NAME: Jonel Thames Leake PHONE (A/C, No, Ext): (207)363-7670 E-MAIL ADDRESS: jleake@ellisinsuranceagency.com FAX (A/C, No):														
INSURED Wbin Inc 126 Daniel St Ste 200 Portsmouth, NH 03801		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Peerless Insurance Company</td><td>24198</td></tr><tr><td>INSURER B: The Netherlands Insurance Company</td><td>24171</td></tr><tr><td>INSURER C: Ohio Security Insurance Company</td><td>24082</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Peerless Insurance Company	24198	INSURER B: The Netherlands Insurance Company	24171	INSURER C: Ohio Security Insurance Company	24082	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Peerless Insurance Company	24198															
INSURER B: The Netherlands Insurance Company	24171															
INSURER C: Ohio Security Insurance Company	24082															
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES

CERTIFICATE NUMBER: 195

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	CBP8986739	5/17/2014	5/17/2015	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ EXCLUDED</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ EXCLUDED	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000																			
MED EXP (Any one person)	\$ 5,000																			
PERSONAL & ADV INJURY	\$ EXCLUDED																			
GENERAL AGGREGATE	\$ 2,000,000																			
PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA8985939	5/17/2014	5/17/2015	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CU8985739	5/17/2014	5/17/2015	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
EACH OCCURRENCE	\$ 10,000,000																			
AGGREGATE	\$ 10,000,000																			
	\$																			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		XWS56126269	5/17/2014	5/17/2015	<table border="1"><thead><tr><th></th><th>PER STATUTE</th><th>OTH-ER</th></tr></thead><tbody><tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td><td></td></tr></tbody></table>		PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 500,000		E.L. DISEASE - EA EMPLOYEE	\$ 500,000		E.L. DISEASE - POLICY LIMIT	\$ 500,000			
	PER STATUTE	OTH-ER																		
E.L. EACH ACCIDENT	\$ 500,000																			
E.L. DISEASE - EA EMPLOYEE	\$ 500,000																			
E.L. DISEASE - POLICY LIMIT	\$ 500,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Event: Fall Yard Sale - October 11, 2014 Location: Cumberland County Fairgrounds

CERTIFICATE HOLDER**CANCELLATION**

Holder's Nature of Interest : Additional Insured

Cumberland Farmers Club
197 Blanchard Rd.
Cumberland, ME 04021

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

ITEM

14-150

To hold a Public Hearing to authorize the Town Manager to enter
into a labor contract agreement with the Public Services/Val
Halla Employees Association for the period of
July 1, 2014 – June 30, 2017

AGREEMENT

BETWEEN THE

TOWN OF CUMBERLAND

AND THE

**PUBLIC WORKS/VAL HALLA MAINTENANCE
EMPLOYEES ASSOCIATION**

JULY 1, 2014 – JUNE 30, 2017

ARTICLE I

RECOGNITION

The Town recognizes the Association as the sole and exclusive bargaining agent for all regular full and regular part time employees including the Parks and Recreation Foreman in the Public Works Department / Val Halla Turf Management Center. The positions of Public Works Director ("Director"), Public Works Foreman, Public Works Secretary, and Val Halla Golf Course Superintendent are exempted from this unit for collective bargaining purposes to the extent provided by the Maine Municipal Public Employee Labor Relation Act.

ARTICLE 2

ASSOCIATION MEMBERSHIP

Any present or future regular full time or regular part time Public Works or Val Halla employee who has served the probationary period and who is not an Association member, and who does not make application for membership in the Association, shall pay a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly dues of the Association. This payment shall be made to the Association or, if such employee specifically objects to such payment on religious grounds, he/she shall pay an equivalent sum to the charity of his/her choice.

ARTICLE 3

DUES CHECKOFF

The Town shall deduct monthly dues upon receipt of signed authorizations from 100% of the Association's members (a copy of which is to be retained by the Town), and a certified statement from the Treasurer of the local unit as to the amount of dues. The Town shall forward all such dues so collected to the Treasurer of the Association within ten (10) days following the deduction. The Association hereby agrees to indemnify and hold the Town harmless from and against any and all claims and causes of action which may arise from the administration and execution of this article.

ARTICLE 4

HOURS OF WORK

The parties recognize that the normal work week shall be forty (40) hours, eight (8) hours a day 7:00 a.m. – 3:30 p.m. A thirty (30) minute lunch period shall be scheduled accompanied by an A.M. and P.M. break of fifteen (15) minute duration, weather permitting. The normal work week shall not apply to those employees hired to perform specific duties on non-standard work days. The parties acknowledge that the Val Halla **and Parks** departments are unique operations in that they must account for weather, changing daylight hours, tournaments, and other use patterns that are beyond the control of management and therefore, hours of work shall remain flexible and will be established by the Town Manager or designee to meet the needs of the department.

ARTICLE 5

JURY DUTY

In the event that a member of the bargaining unit is duly called to serve on a civil or criminal jury in the federal or state courts of this state and is not excused from so appearing, the Town of Cumberland agrees to continue to pay to said employee the regular weekly wage which said employee is entitled to under this agreement except that the amount agreed for said service on the jury shall be deducted therefrom so that the resulting compensation received will be equaled to what the employee would have received if he had not been called to jury duty. Alternatively, the employee may choose to turn the check they received from the court over to the town, rather than having the amount deducted from their paycheck. The employee may retain an amount equal to the amount paid for parking expenses while performing jury duty, upon providing a valid receipt.

ARTICLE 6

HOLIDAYS

- A. The following holidays shall be recognized as paid holidays for all employees covered by this agreement:

New Year's Day
Martin Luther King Day
President's Day
Patriot's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- B. Holiday Not Worked.

All eligible employees who do not work during an observed holiday listed in Paragraph A shall be compensated for eight hours at their base hourly rate of pay. Employees are not eligible to receive overtime compensation for a holiday on which they do not work.

- C. Holiday Worked.

Employees who work a holiday recognized in Paragraph A may choose either to be paid at two and one-half times their base hourly rate of pay or to be paid at one and one-half times their base hourly rate of pay and take a day off at a later date. Employees who work on Thanksgiving Day, Christmas Day or New Year's Day shall be paid three times their base hourly rate of pay. Employees may not accumulate compensatory time in lieu of pay on these three holidays.

- D. If a holiday is observed while an employee is on vacation, he/she shall receive a day off in lieu of the holiday at a later date.

- E. During the calendar year, a personal day may be taken by an employee at a time agreeable to

the Director/Manager or Town Manager or designee and the individual employee.

ARTICLE 7
SICK LEAVE

- A. Sick leave shall accrue at the rate of one (1) day for each full calendar month of service beginning with the first full calendar month of employment, and the total accumulation shall not exceed 480 hours.

All eligible employees shall enroll in the Town-established Retirement Health Savings Plan ("Plan") during the initial enrollment period of June, 2008. Enrollment in the Plan is irrevocable. Accumulations will cease whenever the 480 hour maximum has been reached. After reaching the 480 hour maximum, sick leave will continue to be earned at one day per full calendar month; however, employees shall place any unused sick leave above the 480 hours into his/her RHS account effective June 30th of each year.

Effective June 30th of each year, the Town will purchase an employee's sick leave hours above the 480 hours in blocks of 8 (eight) hour days at a rate of \$150.00 per 8 (eight) hour day and deposit this monetary value into the employee's RHS Account. Deposits to the account shall not reduce an employee's sick leave accumulation below 480 hours.

For those employees whose sick leave accumulation exceeded 480 hours on June 30, 2008, the Town will purchase those excess hours at the same rate and conditions as stated above in five (5) equal annual installments made during the month of June. If an employee severs employment before the five (5) annual deposits are made, the full amount of sick leave hours above 480 owed to the employee shall be monetized and deposited to the account at separation.

The essential components of the Plan are:

1. Deposits into the Plan are tax free.
2. Withdrawals from the Plan are tax free.
3. Account funds earn interest and the earnings are tax deferred.
4. Employees are immediately vested.
5. Should an employee sever employment, account funds are portable.
6. Account funds may be withdrawn for permissible expenses upon an employee's severance from employment with the Town of Cumberland or upon reaching age 55.
7. Funds may be utilized for all medical expenses allowed under IRS Code 213 as well as for insurance co-payments, out-of-pocket expenses, deductibles, prescription costs, insurance premiums and vision and dental expenses.

If the Town is required to make changes to the Plan by law or by the Plan's carrier, the substance and impact of those changes shall be negotiated with the Association.

- B. An employee who is injured while on duty assigned by the Director, Town Manager, or his/her representative, shall receive in addition to compensation paid under the Workmen's Compensation Act, an amount sufficient to bring him/her up to his/her base, net weekly

salary after deductions of any taxes, union dues and employee's share of retirement premiums, if any, while any incapacity exists and the employee is unable to perform any other duties assigned by the Director or Town Manager or designee until the employee is approved for disability retirement by the Social Security Administration. It is agreed hereunder that the employee may be required by the Town to apply for disability and to cooperate fully in the prosecution of any such disability application. Failure to apply and cooperate shall result in the employee being ineligible for further benefits hereunder. It is understood that this paragraph only applies to situations where an employee actually receives payments under the Workmen's Compensation Act. Should an employee recover lost wages in an action against the party causing the injury, the employee shall assign to the Town an amount equal to the supplemental wages paid hereunder. Absence due to such injuries shall not be charged to accumulated sick leave.

- C. Any employee absent on sick leave more than three (3) days and under a doctor's care shall, at the request of the Director or Town Manager or designee, file a doctor's certificate with the Director or Town Manager setting forth the reasons for such sick leave and, at the request of the Director or Town Manager, file a doctor's certificate every ten (10) days thereafter so long as sick leave continues, in order to be able to continue on sick leave. At the request of the Director or Town Manager/designee and at the expense of the Town, any employee on sick leave may be required to undergo a physical examination by a physician of the Director or Town Manager's choice.
- D. Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants, misconduct, or any illness or injury occurred while gainfully self employed by other than the Town of Cumberland.

ARTICLE 8

SENIORITY

- A. A seniority list shall be established naming all the employees covered by this agreement with the employee with the greatest seniority (years of service) listed first. Seniority shall be based upon the employee's last date of hire by the Town of Cumberland. The list shall be made available to the Association and the Town.
- B. Seniority shall be the governing factor in all matters effecting: promotion, reduction in work force, recall and vacation preference. The impact area shall be the entire unit.

Once an employee has been notified of lay-off, he/she (the affected employee) shall be eligible to bump any less senior employee within the unit, provided he/she is qualified to perform the work assigned to that position. In that event, the 'bumped' employee becomes the affected employee and can assert his/her bumping rights. The affected employee may elect to be placed on the recall list rather than utilize bumping rights.

- C. In the event an employee is laid off, he/she shall retain his/her recall rights for fifteen (15) months from the date of his/her last lay-off. An employee shall remain on the recall list for the above stated fifteen (15) months unless one of the following occurs:

1. The employee waives his/her recall rights in writing.
 2. The employee resigns.
 3. The employee refuses three (3) offers of recall
- D. All offers of recall shall be in writing to the employee with copies to the Association. The employee's response, acceptance or decline, shall be in writing.

Nothing stated above shall preclude any discussion between the employee and the town prior to the action.

- E. At the time of lay-off, the affected employee shall receive all due compensation and other considerations as though separation had occurred.
- F. Upon returning to work, a recalled employee shall be credited with the same seniority that he/she had when the lay-off occurred.

ARTICLE 9

ANNUAL VACATION

- A. Employees shall be allowed annual vacation with pay based upon the following schedule:
- After being employed one (1) continuous year - 10 working days
 - After being employed five (5) continuous years - 15 working days
 - After being employed ten (10) continuous years - 20 working days
- B. Vacation leave shall be scheduled by the Director or Manager(s). Schedules of allowable vacation time during the forthcoming year shall be presented to the Association by March 1 of the same year. The Association shall thereafter, and by March 31, present the Director or Town Manager or designee with a vacation schedule assigning vacation times to each employee, which schedule shall be adopted by the Director or Town Manager or designee. If no schedule is presented by the Association by March 31, the Director or Town Manager or designee may assign all vacations. Vacation leave shall be cumulative up to five (5) days until May 30 of the following year. Holiday leave, if not taken on the holiday and not paid for, must be used within one hundred twenty (120) days of the holiday in question. If an employee wishes to work in lieu of using accumulated vacation or holiday leave, the Director or Town Manager or designee may assign such employee to work such shift, and the employee shall be paid for such lost accumulated vacation or holiday leave in addition to pay for the time worked.

Vacations must be taken in units of at least five (5) consecutive days unless otherwise authorized by the Director or Town Manager or designee.

- C. The Director or Town Manager or designee may cancel all vacation or holiday leave in case of emergency. In such case, the employee so affected shall receive leave at a later time and

shall receive his/her overtime rate of pay for the vacation or holiday leave lost during the emergency.

- D. Up to two (2) employees may take vacation leave at one (1) time if authorized by the Director or Town Manager or designee.

ARTICLE 10 **PAID LEAVE**

All Department personnel covered by this agreement shall be entitled to the following; temporary non-cumulative leaves of absences with full pay.

- A. Family deaths: An employee shall be excused from work for up to three (3) days as needed and as determined by the Director or Town Manager or designee in the event of death in the employee's family. In addition, such employees shall have the use of two (2) days of sick leave and accumulated holiday and vacation leave, if needed. Family shall be deemed to be: spouse, mother, father, child, brother, sister, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, or stepchild. The definition of spouse shall include those employees living in an espoused relationship. The definition of child shall include natural born, adopted, step and foster children living in the employee's home.
- B. Four (4) days for illness in the immediate family which may be extended by permission of the Director or Town Manager or designee. For the purpose of this section, the immediate family shall be defined as those persons included under the Article of this agreement providing family death leave. Leave for this purpose shall be chargeable to sick leave and shall be at the discretion of the Director or Town Manager or designee.

ARTICLE 11 **OUTSIDE WORK**

An employee may engage in off duty employment subject to the following limitations:

1. That such employment constitutes no more than twenty (20) hours per week.
2. Such employment will not adversely affect current employment.

ARTICLE 12 **INSURANCE AND RETIREMENT**

- A. The Town shall provide Workmen's Compensation coverage for all employees of the department.
- B. The Town offers group health insurance to regular full-time employees and their dependents. Between July 1, 2014 and June 30, 2015, the Town will pay a minimum of eighty percent (80%) of the cost of the employee's selected health plan and a maximum of twenty percent (20%) will be paid by the employee in the form of a payroll deduction on a

pre-tax basis. Employees may choose to participate in a predesigned wellness program to reduce the percentage of cost paid by the employee to no less than 10%. In the event the Town elects to or is required to change insurance coverage in any plan year, the Association will be notified and, if the change in coverage will result in an increase in the cost of the members' premiums, the Association will be consulted. However, for the 2015 and 2016 plan years, the Town shall not pay more for its share of the cost of health insurance coverage than is equivalent to ninety percent (90%) of the employee's selected health plan as of July 1, 2014. The Town's contribution to health insurance coverage for the 2015 and 2016 plan years shall remain subject to the employee's participation in the wellness program as outlined above. For employees that do not participate in the wellness program, the Town will pay the equivalent of eighty percent (80%) of the cost of the employee's selected health plan as of July 1, 2014. If an employee enrolls as a new participant or changes his/her health plan in the 2015 or 2016 plan years, the Town will pay a minimum of 80% and a maximum of 90% of the cost of an equivalent health plan as of July 1, 2014.

- C. The Town shall offer pension and disability retirement under the Special Plan 2C of the Maine State Retirement System for all employees enrolled in the Maine State Retirement System.
- D. The Town further agrees to continue participation in the Social Security program (F.I.C.A.) for the period of this agreement.
- E. For non-Maine State Retirement participants, the Town offers the ICMA Retirement Corporation 457 Deferred Compensation Plan. The Town will match regular employees' contribution at a seven (7%) percent of gross wages level with the employee contribution to be paid through payroll deductions. Employees are fully responsible for any fees assessed to participants by the Plan and are responsible for choosing from among a number of investment options for the balances of their accounts.
- F. For employees in the ICMA Retirement Corporation 457 Deferred Compensation plan, the Town shall offer, effective January 1, 1995, a disability plan with coverage similar to that provided by the Maine State Retirement System.
- G. The town shall provide long term care insurance to regular employees according to the base policy as established each fiscal year.

ARTICLE 13 **EMPLOYMENT**

- A. All new employees shall serve a probationary period of six (6) months and shall have no seniority rights during this period. It is understood that during this probationary period said employee may be discharged at any time without cause.

All employees who have worked said six (6) months and have satisfactorily completed their probationary period shall be classified as regular, full-time employees, and the probationary period shall then be considered as part of their seniority time.

- B. Any re-hired employee who has already served the probationary period shall not be required to serve another probationary period. The Director or Town Manager or designee may grant a leave of absence without pay to any employee and during the period of absence the employee shall not lose his/her seniority rights.

ARTICLE 14 **EMPLOYEE RESPONSIBILITY**

- A. The Town shall furnish each new employee with a copy of all existing work rules upon employment and update working rules each year for distribution to all regular, full-time employees. It will be the responsibility of employees to read the bulletin board or memoranda daily for working rules and amendments thereto.
- B. All suspensions and dismissals of employees who are members of the Association are to be made public to the Association within three (3) days in writing by the Director or Town Manager or his/her designated representative stating the reason and conditions of the suspension when agreed to by the employee. If, in the opinion of the Association, the suspension is not warranted, the Association has the option of submitting, in writing, such a statement to the Director or Manager's designee, within five (5) working days. If an agreement is not made between the Director or Town Manager's designee and the Association within five (5) working days, arbitration may be requested.
- C. If a citizen's complaint, whether written or verbal, is lodged against an employee and the complainant's name is not included in the written complaint and subsequent investigation fails to establish the validity of such complaint, no notation of any such complaint shall be placed in the employee's file.
- D. Each employee's personnel file held by the Town shall be open to him/her upon his/her request anytime during normal business hours of the Town Office upon written request to the Director or Human Resources Director.
- E. All new employees, including a re-hired employee, shall have, subsequent to his/her offer of employment, a physical examination by a physician of the Town's choice. The Town will pay for the cost of such an examination.

ARTICLE 15 **SETTLEMENT OF DISPUTES**

- A. Grievance and Arbitration Procedure: Any dispute which arises between the parties concerning the application, meaning or interpretation of this agreement, shall be settled in the following manner:

Step 1. Any grievance shall be presented in writing by the Association steward or the Association Grievance Committee to the Director or Town Manager's designee within ten (10) working days after the cause for the grievance arose. The Director or Manager's

designee shall respond to the Association steward or Grievance Committee in writing within five (5) working days.

Step 2. If the grievance still remains unadjusted, it shall be presented in writing within five (5) working days after the response of the Director or Manager's designee is due, by the Association steward, Association representative or Grievance Committee to the Town Manager. The Town Manager shall respond in writing to the Association steward/representative or Grievance Committee within five (5) working days.

Step 3. If the grievance is still unsettled, either party may, within thirty (30) working days after the reply of the Town Manager is due, by written notice to the other, request arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the Town and the Association within ten (10) working days after the notice has been given. If the parties fail to select an arbitrator, either may request the American Arbitration Association to provide an arbitrator in accordance with the American Arbitration Association Rules. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. Expenses for the arbitrator's services and the proceedings shall be born by the losing party. ~~(requesting shared 50/50)~~ However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. Grievances initiated by the Town shall be processed in the same manner.

- B. Grievance Committee: Employees selected by the Association to act as Association representatives shall be known as "Stewards". The names of the employees selected as stewards, and the names of other Association representatives who may represent employees, shall be certified in writing to the Town by the Association Grievance Committee. The purpose of Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances. In addition, the Committee may discuss with the Town other issues which would improve the relationship between the parties.
- C. Processing grievances during working hours: The Steward may process grievances during working hours without loss of pay with the permission of the Director or Town Manager or Designee.
- D. This article shall not apply to Article 22, the General Authority and responsibility of the Town of Cumberland.
- E. The Association agrees that any and all disputes that arise between parties will be settled by Article 15, Settlement of Disputes.
- F. It is understood that if the Association, or any members of the Association, use any other means to settle a dispute, the grievance is automatically adjusted to the Town of Cumberland and shall be final and binding.

ARTICLE 16
OVERTIME

- A. All hours worked by regular, full-time employees over forty (40) hours in a one hundred sixty-eight (168) hour work week shall be paid at a monetary rate of one and one-half (1 1/2) times the base hourly rate. (Base hourly rate shall be determined by dividing the base weekly wage rate by forty (40) hours.)

For the purpose of this entire section, "hours worked" shall mean only the following:

1. Hours actually worked.
 2. Hours compensated for by holiday, base pay.
 3. Hours compensated for by vacation, sick, family death leaves.
- B. Preference for overtime shall be offered according to seniority when consistent with the needs of the Department and the public's safety, health, and general welfare. Such order of rotation is to give such regular, full-time employees equalization of overtime work, if desired by an employee. At the request of an employee, compensatory time off in lieu of overtime pay shall be permitted under this agreement at the discretion of the Director or Town Manager or designee.
- C. All overtime will be prior approved by the Director or Town Manager's designee.
- D. Employees covered by this Contract called to work during the hours of 3:30 p.m. to 5:00 a.m., and at any time during Saturday, Sunday, or holidays shall be paid overtime at the rate of one and one-half times the hourly rate for a minimum of three (3) hours.
- E. An employee, with prior approval of the Director or Town Manager or designee, may elect to receive compensation time in lieu of overtime pay. All compensatory time for hours worked in excess of 40 hours per week shall be earned at one and one-half (1 1/2) times the regular pay. Earned comp time shall not exceed 80 hours. A weekly record shall be kept of all comp hours earned and used in accordance with payroll reporting requirements.

ARTICLE 17
BULLETIN BOARD

The employer agrees to furnish a suitable bulletin board in the Public Works Department garage and Val Halla garage and the Association agrees to maintain it in a clean and orderly condition.

The Association shall not post any material which is obscene, defamatory, or impairs the operations of the Cumberland Public Works Department, or which constitutes partisan political campaign material.

Any material on the Bulletin Board that the employer alleges to be in violation of this application shall be promptly removed by the Association.

ARTICLE 18

ASSOCIATION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES

The employer agrees that during work hours at the Town garage and without loss of pay, the Association steward or Association representative shall be allowed to:

1. Post Association notices.
2. Distribute Association literature.
3. Transmit communications authorized by the Association or its President to the Town.
4. Consult with the employer, its representative, local association officers or other Association representatives concerning the enforcement of any provisions of this agreement.
5. Process grievances.
6. Attend negotiating meetings
7. *The Town authorizes the association to conduct 4 association meetings, during working hours, per year at the rate of ½ hour per meeting for a total of 2 hours per year. All meetings will commence at 3pm. Meetings may not cause employees to receive overtime or be held at times when premium pay is provided. Town reserves the right to require that meetings be rescheduled if they interfere with the needs of the department.*

The steward or representative may engage in these activities during working hours without loss of pay except when the Director or Town Manager or designee determines that such activity interferes with the needs of the Department and the public's safety, health, and general welfare.

ARTICLE 19

UNIFORMS AND PROTECTIVE CLOTHING

If any employee is required to wear a uniform, protective clothing or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished by the Town to the employee. Any equipment required by the Department for its employees shall be paid for by the Town. The cost of uniform cleaning will be provided by the Town.

Each employee so required shall be given Two Hundred, Fifty dollars (\$250.00) annually for allowance for the purchase of safety shoes upon submission of proper bills.

Upon submission of a paid receipt, the public works and Val Halla mechanic shall be reimbursed annually for the cost of his/her tool insurance. Additionally, the town will provide the mechanic a \$250 annual tool allowance

ARTICLE 20
SAVINGS CLAUSE

- A. If any provision of this agreement shall be contrary to any law, such invalidity shall not affect the validity of the remaining provisions of this agreement.
- B. Employees covered by this agreement shall not be denied any benefits granted by the town's personnel policies to other town employees so long as the agreement is silent with respect to such benefits.
- C. In the event that the personnel policies are in conflict with the collective bargaining agreement, the collective bargaining agreement shall be controlling.

ARTICLE 21
PAY SCALE

- A. From the date of July 1, 2014 through June 30, 2017, the pay scale covered by this agreement shall be the pay classification schedule as follows:

		2 %	2 %	2 %
	2013-14	2014-15	2015-16	2016-17
Mechanic	\$ 22.10	\$ 22.54	\$ 22.99	\$ 23.45
Heavy Equipment Operator	\$ 20.17	\$ 20.57	\$ 20.98	\$ 21.40
Equipment Operator	\$ 17.77	\$ 18.13	\$ 18.49	\$ 18.86
<i>Parks Groundskeeper</i>	\$ 15.79	\$ 16.11	\$ 16.43	\$ 16.76
Parks and Recreation Foreman	\$ 20.16	\$ 20.56	\$ 20.97	\$ 21.39
Groundskeeper/ Equipment Operator	\$ 17.77	\$ 18.13	\$ 18.49	\$ 18.86
<i>Val Halla Groundskeeper</i>	\$ 15.79	\$ 16.11	\$ 16.43	\$ 16.76
Val Halla Mechanic	\$ 22.10	\$ 22.54	\$ 22.99	\$ 23.45

INCENTIVE PAY SCALE

Dozer	\$.35	\$728
Excavator	\$.35	\$728
Sweeper Operation, Maintenance and Cleaning	\$.35	\$728
CPR Certification	\$.05	\$100
Road Scholar	\$ 100.00	One-time payment
Class A Drivers Certification	\$ 1.00	\$2080
Commercial Applicators License	\$.12	\$250/ \$400max
First Class Utility Arborist	\$.07	\$150
Master Landscape Arborist	\$.12	\$250

B. Incentive Pay

All incentive pay increases will be approved by the Director or his/her designee. Approval will require proof of completion of a course and certification. Equipment proficiency will require a testing process approved by the Director.

Once an employee has been certified in the operation of the Dozer, Excavator, Sweeper and has received their Class A Driver's license there job classification will be changed to Heavy Equipment Operator and their pay grade will be changed to that of an heavy equipment operator as outlined in Article 21 Section A of this contract. Current association members who are already classified as Heavy Equipment Operators do not qualify for additional stipends for operating these four pieces of equipment.

C. Longevity Payments.

Beginning on an employee's fifth anniversary date of hire, the employee shall receive a longevity payment of \$0.05 per hour for each year of seniority. After an employee's twentieth anniversary date of hire, the employee shall receive an additional \$0.01 per hour for each year of seniority, as outlined in Appendix B. Seniority shall be as defined in Section A, ARTICLE 8, SENIORITY.

D. Stipends.

Bert Copp shall receive an hourly stipend of \$1.15 for fabrication.

ARTICLE 22 **GENERAL AUTHORITY AND RESPONSIBILITY OF** **TOWN OF CUMBERLAND**

- A. The Association hereby recognizes that the Town shall retain all rights and authority to manage and direct the operations of the Town Departments and its working forces, including the right to plan, direct, and control Department activities; to schedule and assign work to employees, including in emergency situations the right to split two days off; to determine means, methods, procedures, and equipment to maintain the efficiency of the Departments and their employees; to determine the manner of jobs, to create, or for lack of funding or for lack of work, revise (meaning a material change in job assignments relating to public works and Val Halla activities) or eliminate jobs; to establish and require observance of rules and regulations governing the conduct and performance of its employees; to formulate and adopt ordinances and other regulations incidental to management of the affairs of the Town; to hire and promote employees to maintain order.
- B. The Town reserves the right to discipline or discharge for cause. (~~just cause~~)
- C. The Association hereby agrees not to grieve and/or arbitrate any dispute which arises from Article 22, the general authority and responsibility of the Town of Cumberland.

ARTICLE 23
ASSOCIATION LIST

The Association agrees to supply the Director and Town Manager with a list of officers of the Association, the name of the Association representative and the names of the Grievance Committee members upon the contract signing date. It shall be the duty of the Association to keep these lists of names up to date and to notify the Director and Town Manager of any change within ten (10) days of such change.

ARTICLE 24
STRIKES AND SLOWDOWNS PROHIBITED

The Association agrees that neither it nor its officers or members will engage in, or encourage, any strikes, slowdowns, mass absenteeism, picketing which will involve suspension of or interference with the normal work of the Department or other Town Departments. In the event that the Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and return to their normal duties. In any event, any employee participating in these prohibited activities may be discharged by the Town.

ARTICLE 25
DISCRIMINATION CLAUSE

The Town agrees to continue its established policy against all forms of illegal discrimination, including (1) discrimination with regard to race, creed, color, national origin, sex, marital status, age, physical or mental disability, unless based upon bona fide occupational qualification, and (2) intimidation or harassment on the basis of race, creed, color, national origin, sex, marital status, age, physical or mental disability.

The Association agrees to continue its policy to admit all members to membership and to represent all members without regard to race, creed, color, national origin, sex, marital status, age, physical or mental disability.

The Association and the Town agree that discrimination, intimidation, or harassment of employees, including sexual harassment in all its various forms, is unacceptable conduct and will not be condoned or tolerated by the Association or the Town.

The Town and the Association agree that any disputes arising out of the provision of this article may be processed through the grievance procedure contained in the Grievance and Arbitration Procedure. This provision shall not preclude other legal remedies provided by law.

ARTICLE 26
TERM OF AGREEMENT

This agreement shall govern the rights of the parties from the date of July 1, 2014 through June 30, 2017.

The parties agree that the Town and the Association each shall have the option to reopen one (1) language article, new or a revision of current contract, to become effective in the third year of the contract, July 1, 2016 to June 30, 2017. The articles shall not be salary, insurance or pensions as defined by the Maine Public Employee Labor Relations Act

The parties further agree that they shall meet no later than April 1, 2016 for the purpose of negotiating the reopeners and no later than in April 1, 2017 for negotiating a successor agreement.

IN WITNESS WHEREOF, the said Town of Cumberland, Maine, has caused these presents to be signed in its behalf by William R. Shane, as Town Manager, thereunto duly authorized; and the Town of Cumberland Municipal Employees Association has caused these presents to be signed in its behalf by Wade Wescott, its President, thereunto duly authorized.

DATED this _____ day of _____, 2014

TOWN OF CUMBERLAND

Witness

By: _____
William R. Shane
Town Manager
Duly Authorized

CUMBERLAND MUNICIPAL
EMPLOYEES ASSOCIATION

Witness

By: _____
Wade Wescott,
It's President
Duly Authorized

ITEM 14-151

To hear a report and discuss a possible advisory referendum for
November re: the Rural Residential Zones in Town



Cumberland Land Use Committee Survey

Hello. My name is Steve Moriarty and I am writing as the chairman of the Cumberland Ad Hoc Land Use Advisory Committee. This committee was recently appointed by the Town Council to gather information and provide recommendations on a few specific planning and development related issues; you may have read about these issues in the Forecaster over the last six months or so.

The Committee has developed this survey so that residents could share their views on a variety of quality of life and land use issues. Please take a few minutes to answer the attached survey. The Town is using an independent research company for this research so feel free to be as candid as possible as all responses will be kept confidential. You may indicate your opinion by checking the appropriate response or by writing your answer in the space provided. The survey should take less than 10 minutes to complete. When you are finished, please return the survey in the postage-paid envelope provided. For your voice to be counted, it is important that we receive your completed survey by **FILL DATE**.

If you have any questions about this research, please feel free to contact Carla Nixon, Cumberland Planning Director at 829-2206. If your household needs additional copies of the survey, they are available at the Town Hall and Prince Memorial Library.

Thank you in advance for your time and your help. We are confident that together, we can help shape the future development of Cumberland in a way that fosters community, pride, and enjoyment.

Sincerely,

Sincerely,

Steve Moriarty

Chairman, Ad Hoc Land Use Committee

Email: smoriarty@cumberlandmaine.com

Cumberland Ad Hoc Land Use Advisory Committee Members

Steve Moriarty, Chair	Lynda Jensen	Peter Bingham, Town Council
Adrienne Brown	John Lambert	Shirley Storey-King, Town Council
Catlin Byers	Bob Maloney	Chris Neagle, Planning Board
Beth Fitzgerald	James Orser	Peter Sherr, Planning Board
Tom Foley	Sally Pierce	Staff: Carla Nixon, Town Planner Pam Bosarge, Committee Secretary
Chris Franklin	Jeff Porter	
Peter Gagne	Sally Stockwell	
	Bob Waterhouse	

Before getting into questions on specific issues, please think about the following.

1. What do you enjoy about living in Cumberland:
(Please check all that apply.)

It is generally peaceful and quiet.	<input type="checkbox"/>
I like that it is centrally located and convenient to travel to other towns.	<input type="checkbox"/>
I enjoy the passive recreation areas (e.g., Rines Forest, walking trails).	<input type="checkbox"/>
I enjoy the active recreation areas (e.g., Ball fields, running, hiking and skiing trails).	<input type="checkbox"/>
I like that there are still active farms and apple orchards.	<input type="checkbox"/>
As I drive or bike along the main roads, I enjoy the scenic views.	<input type="checkbox"/>
I appreciate the high quality of the schools.	<input type="checkbox"/>
I enjoy the quality of municipal services provided.	<input type="checkbox"/>
I enjoy the people who live in this town.	<input type="checkbox"/>
I enjoy the developing Town Center that now allows a mix of uses.	<input type="checkbox"/>
I frequent the new restaurants located on Main Street.	<input type="checkbox"/>
I frequent the restaurant and retail/service businesses on Route 100.	<input type="checkbox"/>
I own a large lot of land that provides me with privacy.	<input type="checkbox"/>
I intend to subdivide my large lot someday to sell or give lots to family members.	<input type="checkbox"/>
Other reasons (please specify below).	<input type="checkbox"/>

2. Do you have any concerns about living in Cumberland?
(Please check all that apply.)

Taxes continue to rise and I may need to move to a town with lower taxes.	<input type="checkbox"/>
The quality of municipal services has declined.	<input type="checkbox"/>
There is too much residential growth.	<input type="checkbox"/>
There is too much commercial growth.	<input type="checkbox"/>
There is not enough growth to hold the line on taxes.	<input type="checkbox"/>
There is not enough open space.	<input type="checkbox"/>
There is no public oceanfront to enjoy.	<input type="checkbox"/>
I do not like the changes that have taken place on Main Street.	<input type="checkbox"/>
There are not enough activities for young people	<input type="checkbox"/>
There are not enough activities and/or services for older residents.	<input type="checkbox"/>
There are not enough bike paths or sidewalks in town.	<input type="checkbox"/>
Other concerns (please specify below)	<input type="checkbox"/>

3. How would you describe the character of the town?

4. Next, please look at the zoning map that is included with the survey. In which zone do you currently live? (e.g. RR1, RR2, etc.).

5. How long have you lived at your current address?

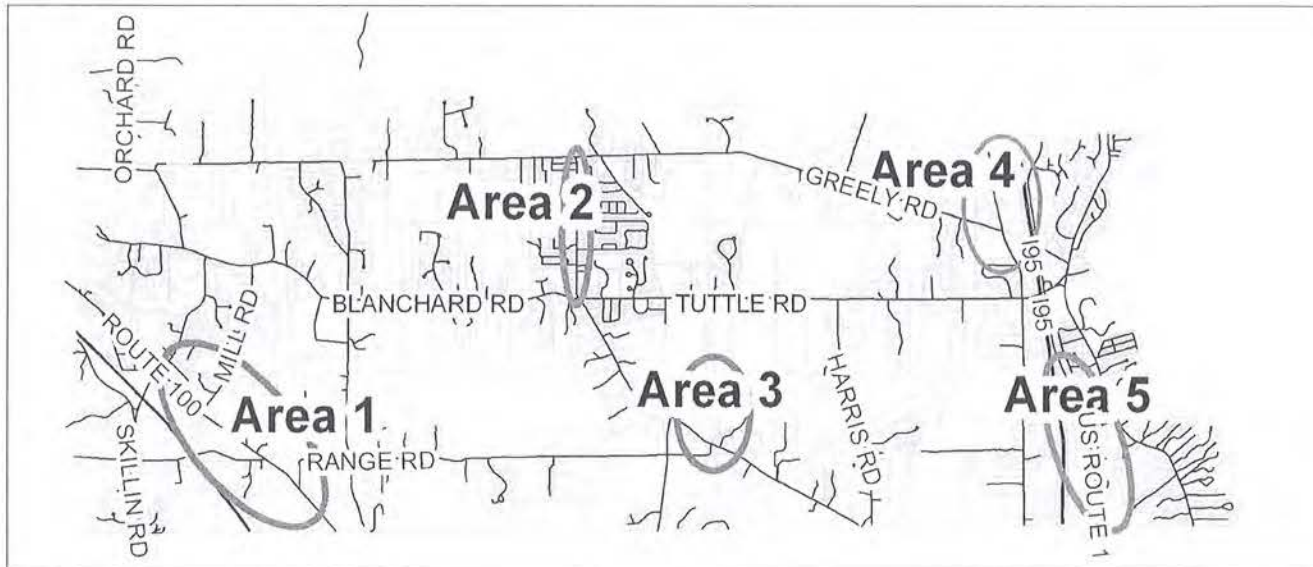
<input type="checkbox"/> Less than 5 years	<input type="checkbox"/> 5-10 years	<input type="checkbox"/> 11-15 years	<input type="checkbox"/> 16-20 years
<input type="checkbox"/> 21 – 25 years	<input type="checkbox"/> 26 – 30 years	<input type="checkbox"/> 31 – 40 year	<input type="checkbox"/> More than 40 years

For these next questions, please think about the pace of growth in Cumberland.

6. How would you rate the pace of growth in residential areas of town, overall?

Too Fast	Just About Right	Too Slow
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please review the map that identifies the commercial and mixed use areas of town.



7. How would you rate the pace of growth in each of the following commercial or mixed use areas of town?

	Too Fast	Just About Right	Too Slow
Area 1 - West Cumberland (Route 100)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area 2 - Upper Main Street	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area 3 - Lower Main Street (Route 9)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area 4 - Route 1 – North	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Area 5 - Route 1 - South	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8. Do you have anything else you would like to share with the committee about land use regulations or growth? Please use the space below to do so.

Next, please consider two issues that are currently facing the town.

Rural Residential Zoning

The first issue is about lot size requirements in the rural residential zones.

If you refer to the zoning map included as an insert to this survey, you will see that there are two large areas zoned for Rural Residential uses. Rural Residential 1 ("RR 1" as shown in blue) requires 4 acres for a single family house lot. The Rural Residential 2 ("RR 2" as shown in yellow) area requires 2 acres for a single family house lot.

Background: The decision to create two rural zones with different minimum lot size requirements was made in 1989 and was based on the results of a groundwater study that indicated larger lots were needed in areas with inferior soils to support septic systems. While this analysis was valid at the time, there have been changes to septic system design and materials that now allow a lot with poor soils to support a septic system. The question is whether to change the zoning so that both Rural Residential zones require a two acre minimum or to leave the lot sizes as they are: RR1 – 4 acre minimum; RR2- 2 acre minimum.

One point of view is that reducing lot size could double the number of new lots available for development and that such development would affect the rural character of the town. Another point of view is that property owners in the RR 2 to have a greater number of potential lots (and therefore potentially higher property value) than property owners in the RR1 zoning district.

9. How strongly do you agree or disagree that...

	Strongly agree	Somewhat agree	Neutral	Somewhat Disagree	Strongly Disagree
There should be one Rural Residential zone with a 2 acre lot size minimum?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The current RR1 and RR2 zones should be retained?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
There should be one Rural Residential zone with a 4 acre lot size minimum?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

10. Do you wish to share any thoughts with the Committee on this issue? Please use the space below to do so.

Route One Area

The second issue is whether to allow stores and/or restaurants along Route 1.

Background: Along Route 1 in Cumberland there are two commercial zones, they are the Office Commercial North (OC-N) and the Office Commercial South (OC-S). Current zoning allows a mix of commercial uses in these zones (such as offices, commercial health and recreation facilities, hotels and motels) but restaurant and retail uses are not allowed.

**11. Which of the following types of retail, if any, would you support?
(Please check all that apply.)**

Small independent stores, such as the Book Review in Falmouth.	<input type="checkbox"/>
Medium size independent stores such as Allen, Sterling & Lothrop Garden Store.	<input type="checkbox"/>
Medium size chain stores such as Rite Aid in Yarmouth or Falmouth.	<input type="checkbox"/>
Large (Big Box) stores such as Wal-Mart or Target.	<input type="checkbox"/>
None of the above.	<input type="checkbox"/>

**12. Which of the following types of restaurants, if any, would you support?
(Please check all that apply.)**

Small, independently owned/operated restaurants such as Louie's Grille or Doc's Café in Cumberland.	<input type="checkbox"/>
Medium-sized independent restaurants such as Ricetta's in Falmouth.	<input type="checkbox"/>
Franchise Restaurants such as Olive Garden or Applebee's.	<input type="checkbox"/>
Fast Food Restaurants such as Dunkin Donuts or McDonald's.	<input type="checkbox"/>
Large, independent restaurants such as Cole Farms in Gray.	<input type="checkbox"/>
None of the above.	<input type="checkbox"/>

Route One Area (continued)

One way to avoid creating strip-type development (such as Rt. 1 in Brunswick) is to require each new development to meet certain requirements. This includes standards that:

- Govern the design of the building;
- Specify the size and location of parking areas;
- Restrict the size, design and illumination of signs;
- Limit the number of single entrances by requiring internal connector roads;
- Limit hours of operation.



A single use building that fits the character of the village in which it is located. Note the roof line, building color, window lights and awning.



This building does not feature any New England architectural elements.

13. In general, do you think there should be mandatory design requirements that specify how the building and parking areas should look and function in the Route 1 area?

Yes	No	Unsure
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

14. Do you think there should be other limitations on retail and restaurant uses in the Route 1 area?

Yes	No	Unsure
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IF YES: What types of limitations?

15. Do you wish to share any thoughts with the Committee on this issue? Please use the space below to do so.

16. Is there anything else you would like the Committee to consider on these issues? Please write in the space below.

That's it! We thank you for taking the time to complete this survey. Results will be posted in several weeks. Check the Town's website at WWW.Cumberlandmaine.com

Thank you for your help with this important research study. Please return this survey in the postage-paid business reply envelope to:

**Market Decisions
P.O. Box 1240
Portland, ME 04104-1240**

NEW BUSINESS

August 6, 2014

Dear Town Council -

I was so pleased to learn that the Council is solidly in favor of purchasing the Payson beach property. I attended the Horse Shoe Crab fun and educational event in June along with the kids and other adults. I've included a few pictures I took that day. I was struck by the beauty of this piece of property. I hope Cumberland will be able to follow through with this opportunity. I am confident the town and Land Trust will be good stewards of the land and beach. It would allow the citizens of Cumberland and our future generations to experience the joys and wonder of the ocean, close at hand.

Sincerely,

Sally B. Maynard
Cumberland Seaside







August 14, 2014

Ms. Penny Asherman, President
Chebeague and Cumberland Land Trust
P.O.Box 25, Chebeague Island, Maine 04107

Dear Ms. Asherman,

I have lived for the last 15 years at 16 Town Landing Rd, abutting the 179 Foreside Rd property currently being developed. I would like to share my observations of what is most special and worthy of protection in this spot.

Our bay is not particularly attractive for those who want deep frontage to moor their boats or a great beach to swim, as it has neither. If the Payson/Robbins property has very modest beach and lots of eel grass, I can say from experience that that will limit the long term interest of most children. And shell collecting, aside from horseshoe crabs, is sparse.

What has been wonderful about this spot has been the profusion of wildlife. The brooks that run into the bay attract herons, egrets and other birds. The clam, worm and mussel flats feed them. Complementing the bay are the woods. They are unmanicured and deep, and so they are home to a profusion of birds, including owls, hawks, osprey, eagles, woodpeckers, who in turn feed off the waterfront and also out of the woods and more open areas near by. We have foxes, coyote, fishers, and deer, of course, all finding a haven in these woods.

If I were in your shoes, and obviously subject to the family's intent in the easement, I would be trying to preserve this very special habitat. Among other things, I would help the town evaluate whether this property, given the quality of the swimming, really satisfies the desire to have a public beach. Secondly, if the town goes forward, I would restrict access to the eel grass and restrict access after dark. I would limit the parking further -- 60 spaces is vastly more than in Yarmouth on Cousins Island or at Town Landing in Falmouth.

And I would, if your role allows it, add some restrictions to the houses being built on the property. Many of our neighbors use lawn products, whether "natural" or not. The pesticide signs go up every spring and fall. These products run off into the ocean and contribute to the unhealthiness of our clam and mussel beds, as well as to the overall fragility of the bird, bee, and butterfly population. I would suggest that, as preservers of this property, you should require the woods to remain as natural as possible, so as to remain a home for wildlife, and any lawns to be free of "regular lawn treatments".

Sincerely,



Susannah Swihart
16 Town Landing Road, Cumberland
829-9231

cc: George Turner, Town Councilor
— Tom Gruber, Town Council Chair

From: Glen Cyr [mailto:glencyr@maine.rr.com]

Sent: Tuesday, August 19, 2014 7:27 AM

To: William Shane

Cc: Brian Bickford; 'Marci Cyr (work)'; jorestis@northcountryassociates.com

Subject: Wanted to send along this notice and mention how lucky Cumberland is to have someone like Brian

Mr. Shane

I am a resident in Cumberland and work in the health care field with over 20+ facilities in Maine and also affiliated with Fallbrook Resident Care as well. I have personally known Brian for 20+ years and he is an amazing person. In our recent Maine Health Care newsletter, this article appeared and I wanted to make sure to share it with you. An amazing story and Brian and all of the Val Halla staff made a dream come true.

Our community is very fortunate to have Brian.
Thank you.

*MHCA's **Live Your Dreams** continues making wishes come true this summer. Alfred Milliken, 92, a resident of Fallbrook Woods Residential Care in Portland, longed to go golfing again. Thanks to the generosity of Val Halla Golf Course in Cumberland, and Golf Pro Brian Bickford, who donated the round of golf and golf carts, Al's dream came true recently. An avid golfer his entire life, Al shared the love of the sport with his children and grandson, who were able to join him in a round of golf on a beautiful summer day.*

*In preparation for the event, staff at Fallbrook Woods coordinated occupational therapy to help Al with his golf swing. Staff note that he was a bit nervous but very excited to golf again. Any worries about Al's capabilities quickly vanished as he got back onto the green and proceeded to golf for over an hour. The morning was capped off with lunch at the Rachel's on the Green, courtesy of the **Live Your Dreams** program.*

Al says, "My favorite part of the day was having my family with me on the golf course and also gathering with them for pictures." Al was impressed that so many family members were able to attend (especially on a Mon-day) and that his grandson had arrived from New York for the event. Al stated that the staff at Val Halla and Rachel's "couldn't have been nicer."

*Modeled after similar "make a wish" programs, **Live Your Dreams** is developed on the premise that it is never too late to reach for our goals and realize our dreams. Since the program's launch in 2009, MHCA has been able to fulfill resident dreams by matching the specific re-quest with natural sponsors or like-minded partners who share our interest in supporting long term care residents' quality of life. For more information on the pro-gram, please visit our website: Live Your Dreams.*