

AGENDA

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, November 14, 2016

6:00 P.M. Workshop

7:00 P.M. Call to Order

6:00 P.M. WORKSHOP with Town Attorney re: Moratorium on retail marijuana establishments and social clubs, Senior Tax Relief Program and LED Signs

I. CALL TO ORDER

II. APPROVAL OF MINUTES

October 24, 2016

III. MANAGER'S REPORT

- Eagle Scout presentation on Story Book Forest
- Tom Peterson donations to food pantry

IV. PUBLIC DISCUSSION

V. LEGISLATION AND POLICY

- 16 – 146** To hold a Public Hearing to consider and act on authorizing bonding of up to \$4.1 million dollars for an addition to the Central Fire Station, as recommended by the Central Fire Station Building Committee.
- 16 – 147** To hold a Public Hearing to consider and act on acceptance of the Central Fire Station Building Committee's final plan recommendations for implementation:
- 1) To authorize contract with architect
 - 2) To authorize construction management process
 - 3) To authorize the Central Fire Station Building Committee charge to continue
- 16 – 148** To hold a Public Hearing to consider and act on amendments to Article 8, Chapter 315-79 (Contract Zoning), Section 315 (Zoning Ordinance) of the Cumberland Code, as recommended by the Planning Board.
- 16 – 149** To hold a Public Hearing to consider and act on adopting a moratorium ordinance regarding retail marijuana establishments and social clubs.
- 16 – 150** To consider and act on authorizing the Town Manager to execute a contract with A.H. Grover for snowplowing services.
- 16 – 151** To consider and act on sending to the Planning Board for a Public Hearing and recommendation, amendments to the Sign Ordinance to allow LED Signs in the Town Center District (TCD) and to add the school property to the Town Center District.
- 16 – 152** To hold a Public Hearing to consider and act on a request for a utility easement for water and sewer from Crossing Brook Road to Greely Road.
- 16 – 153** To hold a Public Hearing to authorize a grant application for the future construction of a pier at Broad Cove Reserve, as recommended by the Coastal Waters Commission.

- 16 – 154** To hold a Public Hearing to consider and act on amendments to the Contract Zone Agreement for Cumberland Foreside Village per the new process adopted.
- 16 – 155** To set a Public Hearing date of November 28th to consider and act on draft zoning map amendments to rezone property at Tax Assessor Map U07, Lot 16 to change zoning designation from Rural Residential One (RR1) to Highway Commercial (HC), as recommended by the Planning Board.
- 16 – 156** To set a Public Hearing date of November 28th to consider and act on accepting Old Colony Lane (Phase 2) as a Public Road. ***TABLE***

VI. NEW BUSINESS

VII. ADJOURNMENT

VIII. WORKSHOP re: Town Garage, Summer 2017 – Sand & Salt Shed

MOTIONS

MOTIONS

16 – 146 **WHEREAS**, the town desires to issue its general obligation bonds in an aggregate principal amount not to exceed \$4,100,000 and to appropriate the proceeds thereof to finance the Project described in Sections 1 through 21 inclusive and attached to this Order;

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

The sum of \$4,100,000 is hereby appropriated, from the proceeds of the Bonds and Notes herein authorized, to finance costs of improvements to the Central Fire Station including construction of an addition thereto and the equipping thereof, 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”).

16 – 147 1) **I move to authorize** the Town Manager to enter into a contract with Port City Architects for the addition to the Central Fire Station.

2) **I move to authorize** the Town Manager to work with the Central Fire Station Building Committee to select a Construction Management Firm to construct the new addition and to authorize the Town Manager to execute a contract with the selected Construction Management Firm.

3) **I move to authorize** the Central Fire Station Building Committee to work with the Construction Management Firm and Architect to deliver a project than can begin construction in the spring of 2017.

16 – 148 **I move to amend** Article 8, Chapter 315-79 (Contract Zoning), Section 315 (Zoning Ordinance) of the Cumberland Code, as recommended by the Planning Board.

16 – 149 **NOW, THEREFORE**, be it ordained by the Town Council of the Town of Cumberland, that the following Moratorium Ordinance on Retail Marijuana Establishments and Retail Marijuana Social Clubs be, and hereby is, enacted as attached to these minutes, and in furtherance thereof, the Town Council does hereby declare a moratorium on the location, operation or licensing of any retail marijuana social clubs and any retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, within the Town.

16 – 150 **I move to authorize** the Town Manager to execute a contract with A.H. Grover for snowplowing services.

16 – 151 **I move to forward** to the Planning Board for a Public Hearing and recommendation, amendments to the Sign Ordinance to allow LED Signs in the Town Center District (TCD) and to add the school property to the Town Center District.

- 16 – 152 I move to instruct** the Town Manager to develop a utility easement through the open space within the Small's Brook Crossing subdivision and return to the Town Council for future action.
- 16 – 153 I move to authorize** the Town Manager to submit a grant application for the future construction of a pier at Broad Cove Reserve, as recommended by the Coastal Waters Commission.
- 16 – 154 I move to allow** for consideration, the proposed amendments to the previously amended Contract Zone Agreement for Cumberland Foreside Village, per the new process adopted in item #16-148.
- 16 – 155 I move to set** a Public Hearing date of November 28th to consider and act on draft zoning map amendments to rezone property at Tax Assessor Map U07, Lot 16 to change zoning designation from Rural Residential One (RR1) to Highway Commercial (HC), as recommended by the Planning Board.
- 16 – 156 I move to table.**

MINUTES

10/24/16

MINUTES

Cumberland Town Council Meeting
Town Council Chambers

MONDAY, October 24, 2016

7:00 P.M. Call to Order

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

Excused: Councilors Copp and Storey-King

I. APPROVAL OF MINUTES

Motion by Councilor Bingham, seconded by Councilor Stiles, to accept the October 10, 2016 meeting minutes as presented.

VOTE: 5-0 UNANIMOUS

II. MANAGER'S REPORT

Cameron Plourde shared his Eagle Scout project at Knight's Pond that he recently completed. He relocated a hiking trail that was on private property, rebuilt a shoulder for parking and built a bridge. The project took 6 months and he thanked everyone who helped him complete it.

III. PUBLIC DISCUSSION

Dale Denno of Main Street wants to make the public aware of the 2nd Annual Forum on Aging that will be held this Saturday from 8:30 a.m. to 2:00 p.m. at Greely Middle School. The program is free and lunch will be served.

IV. LEGISLATION AND POLICY

16 – 136 To hear a report from Northern New England Passenger Rail Association re: construction of a four mile double railroad track.

Patricia Quinn, Executive Director of the Northern New England Passenger Rail Authority is here this evening to talk about an upcoming project to install a double track through Falmouth, Cumberland and a small portion of Yarmouth. The Downeaster currently offers 5 round trips per day between Portland and Boston and there are currently 6 trains per day that come up north of Portland to Freeport and Brunswick. There will be no additional train traffic through Cumberland, but the goal is expand the service so that all 5 of the roundtrip trains can operate from Brunswick to Boston (that would be 10 trains per day). The train crossings in Cumberland are at Muirfield Road, Tuttle Road and Greely Road. The project will add a 2nd track within the railroad right-of-way, on Pan Am property, that would start just north of Field Road in Falmouth and continue all the way through to Royal Junction (which is on the other side of Greely Road). Adding the second track will allow freight trains to pass each other, a passenger train and freight train to pass each other or 2 passenger trains to pass each other, keeping the trains moving and not having to wait. Besides the fact that there will be some interruption to traffic during the installation of the 2nd track, and as a result there will be 10 trains per day (versus 6 trains per day now), the impact to the community should be very minimal.

Councilor Bingham asked when the project would begin.

Ms. Quinn said that this will hopefully be a one season project starting in the spring of 2017 with the new tracks being used during the summer of 2018, but this all depends on the schedule of Pan Am's other projects.

Councilor Gruber requested that as projects such as this are in the planning stage, could the Town be notified as soon as possible that they are coming? In regard to this project, does the Town have a say in this since it is being done on Pan Am property?

Ms. Quinn responded that the project is in fact being done on private property, but it is being funded with public money so the public should have the opportunity to provide input, which is why they are here this evening.

Scott Steinberg of 12 Turnberry Drive said that he is not here this evening to challenge the rail expansion, but to ask the Council to take proactive measures to ensure that the impact of this expansion to our peaceful community is minimal. The addition to the rail will increase the number of daily trains, therefore increasing the noise pollution that we already experience due to the massive increase of train traffic through Cumberland over the past decade. Noise mitigation is a common practice and measures are routinely adopted when noise pollution increases to unacceptable levels. Railroad quiet zones have been implemented in Portland, Falmouth, Freeport and Yarmouth. Mr. Steinberg asked the Council to please take a proactive stance on this coming change and create a quiet zone sub-committee to study and make a recommendation on the implementation of quiet zones in Cumberland.

Tim Ferris of 9 Turnberry Drive sent the following comments to the Council:

We thank you for the opportunity to discuss the forthcoming project at today's Town Council meeting. Cumberland is a rural town with quiet neighborhoods, farmland, excellent schools and public lands. Many of us have either chosen to remain here or moved here for these very reasons. You, as our town representatives, and the citizens of Cumberland share this responsibility to maintain these qualities.

A number of Cumberland residents have drafted statements and questions regarding the forthcoming railroad project and the potential implementation of Quiet Zones. These questions and statements include, but are not limited to, the following:

- 1. This is a rural community, we as a town, should protect that valuable quality.*
- 2. Increased rail traffic along this route and the planned major rail system modification brings with it safety issues, increased noise, potential pollution as well as traffic interference.*
- 3. What is the railroad doing to mitigate these issues?*
- 4. What can the Town do to ensure that this project has limited impact on the rural nature of this community (i.e. safety, noise, pollution, traffic)?*
- 5. Does the forthcoming rail project include improvements and/or safety enhancements to the existing crossings?*
- 6. Do the trains have "positive control" equipment (to prevent a collision if the operator is distracted)?*
- 7. Are standard DOT-111 tank cars used for flammable liquids?*
- 8. As there will be two tracks through Cumberland allowing trains to pass, do you anticipate crossings will be blocked by waiting trains for any period of time?*
- 9. Have all government approvals (licenses, permits, etc.) been obtained? Any outstanding approvals (eg: Environmental Categorical Exclusion)?*
- 10. Describe source(s) of funds. Are more available for any project scope changes?*

Maintaining Cumberland's rural setting and ensuring the safety of its residents is critical to our future and our Town. I am leading a team of Cumberland residents that share this common goal. The team is keenly interested in working with you and the Railroad to address these issues and move forward with a plan in-line with our shared interests.

Thank you for this opportunity.

*Sincerely,
Tim Ferris*

16 – 137 To hear a presentation from Police Lieutenant, Milt Calder “Lessons Learned from other State’s Marijuana Legalization”.

Lieutenant Calder presented the following:

WHAT DOES LEGALIZING RECREATIONAL MARIJUANA LOOK LIKE



Considerations

- Scientists are still studying the effects of marijuana on the user and bystander
- Maine is still working to determine how to effectively enforce its current policies on decriminalization and medical marijuana
- Marijuana legalization is not a viable solution to generate revenue and grow Maine's economy

Health Concerns

- Intoxication
- Addiction
- Psychological or mental health impact
- Brain development and deterioration
- Health / Safety of youth
- Hazards of refining products



Business Concerns

- Dispensary and Retail Store Locations
- Employees Under the Influence
- Life Insurance - ↑ of a non-smoker
- Cleaning expenses from marijuana
 - Damage to hotel rooms
- Damaged Rental Units/Homeowners



Safety Concerns

- Marijuana use, and its impairment of motor coordination and reaction time doubles the risk of car crashes
- Air quality considerations (tenant, growing facilities / private grow)

Laws on Marijuana



- Federal and international laws prohibit growing, buying or using marijuana
- Medical Marijuana is legal in Maine under certain circumstances
- 23 states have some form of legalized medical marijuana
- Four states and D.C. legalized recreational / medical marijuana

THC Concerns

- Marijuana is more potent than it was 20 years ago and is more addictive and harmful than previously believed
 - THC in marijuana has more than doubled since 1998
 - Smoking one marijuana joint today is like smoking 3 joints in the 1980s
- Marijuana is not a benign substance, especially for youth, with documented negative impacts on health, development and brain functioning



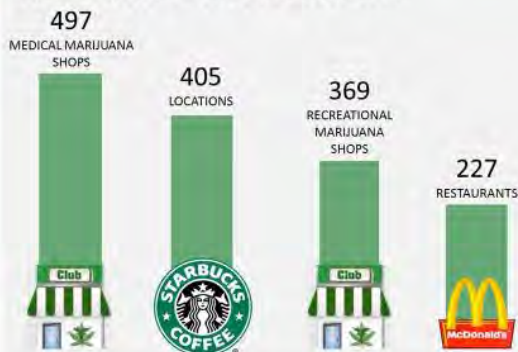
WHAT MAINE CAN EXPECT IF MARIJUANA IS LEGALIZED

Lessons from Colorado



Denver:
The Mile
HIGH City

Colorado Businesses...



Marijuana Businesses

“Ganjapreneurs flock to Colorado following marijuana legalization”

“From ‘Cannabranders’ to The Medicine Man, everyone’s rushing to cash in on the green in colorful Colorado”

The Daily Beast
January 29, 2014



“Colombians Launder Funds Through Colorado to Operate Marijuana Businesses”



Four indicted on April 22, 2014 after November 21, 2013 search warrants targeted 15 “medical” marijuana shops, cultivation warehouses and homes.

“Legal pot blamed for some of influx of homeless in Denver this summer”

The Denver Post, July 25, 2014

- Haven of Hope: 500% rise over normal in homeless in summer 2014 (50 to 300)
- Salvation Army: 33% rise since 2014 compared to 2013
- Salvation Army: Survey 25% increase related to marijuana

Pot and Colorado Tourism

“Ski stoned, be chauffeured in a limo and the pot and munchies are included in the \$1,200 cost: Weed tourism hits Colorado slopes”

*Daily Mail Reporter
December 27, 2013*



Pot and Colorado Tourism

“Roll up for the county fair: Denver offers joint-rolling contests and prizes for the biggest marijuana plant at summer show”

*The Associated Press,
January 28, 2014*



Kids Safety Concerns Marijuana Edibles

Kid-friendly: shapes and colors attractive to children, like candy and soda

Aggressive marketing: Free samples, billboard advertising, and other big tobacco tactics

95% pure THC (joints are 15% THC)

Contaminants: In 2015, CO recalled 100s of thousands of edibles containing banned pesticides

Source: Marijuana Business Journal; other media. Icons: Marijuana Starfield; Anne Gaudin; Peter Pappas; Jerry Gaudin; Creative Staff; Lori Proda; Alia Selt

Marijuana Edibles



Girl Scouts setup cookie stands in front of pot shops = normalization of marijuana



Can you tell the difference?

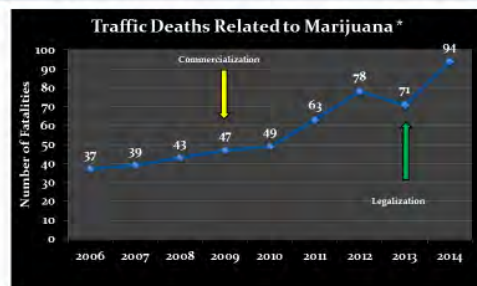
Edibles

Edibles exist in many forms

- Candy bars
- cookies
- Mints
- Gummy bears, worms, etc.
- Drinks
- About anything



Marijuana and Traffic Fatalities



SOURCE: National Highway Transportation Safety Administration, Fatality Analysis Reporting System (FARS), 2006-2013 and CDOT/BSMHDIA 2014. NOTE: Cannot confirm 100% reporting prior to 2012.

Colorado General Fund

Colorado's Total General Fund
Revenue, FY 2015*

■ Marijuana Tax Revenue (Medical and Recreational) = 0.7%



* Preliminary Numbers Based on June 2015 Forecast

The Maine Ballot to Legalize Recreational Marijuana Would Allow For:

- Maine Attorney General – Lawful for youth to possess and use marijuana
- Personal Possession: 2.5 ounces of marijuana or concentrates
- Commercial Sale and Home Production of Edibles and Concentrates
- Pot Clubs
- Lowest Marijuana Excise Tax in Nation
- Landlords no right to impose smoke-free policies

Personal Possession

2.5 ounces
=
150 joints

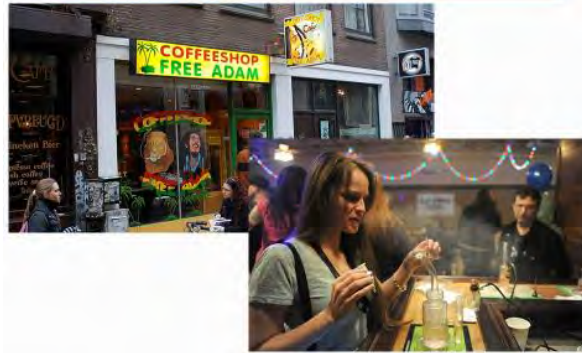


2.5 ounces of THC
concentrates

Commercial Sale and Home Production of Edibles and Concentrates

- Retail sale and home manufacturing of edibles is permitted
- There are no health or safety restrictions related to the potency risk these products pose
- No penalties for pot shops selling to minors. Pot shops are shielded from responsibility to verify IDs are valid

Pot Clubs



Maine Marijuana Excise Tax

Pot Excise Taxes in Various States



*The 10% tax is the only tax ME would levy on marijuana - it would be levied as a special sales tax but effectively functions as an excise tax. **Oregon tax is currently 25%, but only for a limited time in 2016, and will then fall to 17-20%. ***Alaska taxes marijuana at \$50 per wholesale ounce.

THE CHOICE IS YOURS....

Family-Friendly Environment



Tourism



Boating, Skiing,
Snowmobiling,
Fishing, Hunting



Chairman Turner took item 16-145 out of order and it was considered next.

16 – 138 To hear a report from the Finance Director re: 4th quarter and 1st quarter financials. Finance Director, Heather Perreault presented the following:



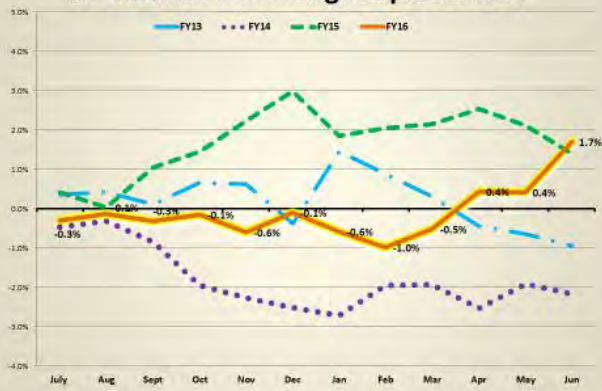
Town of Cumberland

FY2016 Final Results & FY17 Q1 Revenues/Expenses

General Fund FY2016 Revenues & Expenditures

	FY16 Budget	FY16 Actual	Over (Under) Budget
TOTAL REVENUES	\$ 4,555,489	\$ 5,278,050	\$ 722,561
<i>Over Budget</i>			
Controllable Expenses	\$ 7,381,649	\$ 7,735,541	\$ 353,892
Fixed Expenses	\$ 18,530,481	\$ 18,553,600	\$ 23,119
TOTAL EXPENSES	\$25,912,130	\$26,289,141	\$ 377,011
<i>Over Budget</i>			
GF Net Revenues over Expenditures			\$ 345,550

% Variance to Average Expenditures



FY2016 General Fund Surplus

Net Revenues over Expenditures	345,550
Homestead reimbursement	191,612
Overlay	328,239
TOTAL SURPLUS	865,401

FY2016 General Fund Surplus

Use of Surplus to reduce FY17 Property Tax Rate	205,000
Town Building Maintenance	50,000
Broad Cove Reserve pier & legal	150,000
Senior Property Tax Relief (172 families, \$112,000)	50,000
Other	90,000
Increase to Fund Balance	320,401
TOTAL USES	865,401

General Fund FY2017 Q1 Revenues & Expenditures

	FY17 Budget	FY17 Actual	FY17%	FY16 %
TOTAL REVENUES	\$ 4,513,720	\$ 1,574,949	34.9%	27.0%
Controllable Expenses	\$ 7,462,114	\$ 2,046,369	27.4%	27.5%
Fixed Expenses	\$ 19,109,524	\$ 6,307,480	33.0%	33.0%
TOTAL EXPENSES	\$26,571,638	\$ 8,353,849	31.4%	31.4%

General Fund FY2017 Q1 Selected Revenues

	FY17 Budget	FY17 Actual	FY17%	FY16 %
Excise Tax	\$ 1,480,000	\$ 499,373	33.7%	32.9%
State Revenue Sharing	\$ 385,710	\$ 98,805	25.6%	30.9%
Permits & Impact Fees	\$ 158,000	\$ 212,851	134.7%	32.9%
EMS Billing	\$ 186,200	\$ 68,078	36.6%	20.9%
Recreation	\$ 726,143	\$ 181,297	25.0%	16.7%
Val Halla Golf Club	\$ 649,870	\$ 199,981	30.8%	28.8%

16 – 139 To hold a Public Hearing to consider and act on an Automobile Graveyard/Junkyard permit for Cumberland Salvage, Inc.

Town Manager Shane said that the application is complete and staff is recommending approval.

Chairman Turner opened the Public Hearing.

Public discussion: none

Chairman Turner closed the Public Hearing.

Motion by Councilor Stiles, seconded by Councilor Bingham, to approve the Automobile Graveyard/Junkyard permit for Cumberland Salvage, Inc.

VOTE: 5-0 UNANIMOUS

16 – 140 To hold a Public Hearing to consider and act on continuing to allow snowmobiles in the Town Forest.

Town Manager Shane said that last year, the Town Council authorized the snowmobile club to use the Town Forest trails. The club did a great job grooming the trails throughout the winter, allowing people access to the forest all winter long. There were no problems reported and the Manager said the he is recommending approval going forward.

Chairman Turner opened the Public Hearing.

Sam York, Chairman of the Lands & Conservation Commission said that things went smoothly last winter, but there was not a lot of snow, therefore not a lot of grooming of trails was necessary. The Commission never anticipated snowmobiles being on the trails, but it seems to be working with a few things to be ironed out. He recommended that this not become an automatic renewal every fall, but a formal review be done annually before approval is granted.

Shawn McBreairty of the Moon-Lite Snow Skimmers Club (and a member of the Lands & Conservation Commission) said that the club is hopeful that they will get approval to continue grooming the trails in the Town Forest and they appreciate the support that they receive from the Town.

Chairman Turner closed the Public Hearing.

Councilor Bingham agreed with Mr. York that there was not enough snow last year and making it an annual review, at least for one more year, is a good idea.

Councilor Stiles said that there are a lot of elderly residents who use those trails and they might feel as though they cannot get out of the way of a snowmobile quickly enough and feel intimidated by this. We need to be mindful of their concerns.

Motion by Councilor Bingham, seconded by Councilor Stiles, to allow snowmobiles in the Town Forest as recommended by the Town Manager and to review it again next year.

VOTE: 5-0 UNANIMOUS

16 – 141 To hold a Public Hearing to consider and act on authorizing the Town Manager to begin bidding and advertising for the Middle Road reconstruction and waterline project.

Town Manager Shane said that we are nearing the end of the design phase of the Middle Road reconstruction project and we are ready to go to bid on December 12th. He is asking the Council for authorization to advertise bidding for the project. He spoke to Summit Natural Gas and it looks like they can install the gas lines during reconstruction of the road.

Chairman Turner opened the Public Hearing.

Public discussion: none

Chairman Turner closed the Public Hearing.

Motion by Councilor Bingham, seconded by Councilor Gruber, to authorize the Town Manager to begin bidding and advertising for the Middle Road reconstruction and waterline project.

VOTE: 5-0 UNANIMOUS

16 – 142 To hold a Public Hearing to consider and act on authorizing the Code Enforcement Officer to execute a Consent Agreement with the owners of 16 Mill Ridge Road.

Town Manager Shane explained that is another case of a letter of no action issued by the Code Officer many decades ago that has now come up during a title search on the property. Banks do not recognize letters of no action and require a Consent Agreement authorized by the Town Council. This is a case of a setback being too close to a property line.

Chairman Turner opened the Public Hearing.

Public discussion: none

Chairman Turner closed the Public Hearing.

Motion by Councilor Gruber, seconded by Councilor Stiles, to authorize the Code Enforcement Officer to execute a Consent Agreement with the owners of 16 Mill Ridge Road, and to collect \$500.00 for legal and administrative fees.

VOTE: 5-0 UNANIMOUS

16 – 143 To set a Public Hearing date of November 14th to consider and act on amendments to Article 8, Chapter 315 (Zoning), Section 79 (Contract Zoning) of the Cumberland Code, as recommended by the Planning Board.

Motion by Councilor Bingham, seconded by Councilor Stiles, move to set a Public Hearing date of November 14th to consider and act on amendments to Article 8, Chapter 315 (Zoning), Section 79 (Contract Zoning) of the Cumberland Code, as recommended by the Planning Board.

VOTE: 5-0 UNANIMOUS

16 – 144 To set a Public Hearing date of November 14th to consider and act on acceptance of the Central Fire Station Building Committee's final plan and recommendation.

Motion by Councilor Stiles, seconded by Councilor Gruber, to set a Public Hearing date of November 14th to consider and act on acceptance of the Central Fire Station Building Committee's final plan and recommendation.

16 – 145 To set a public hearing date of November 14th to consider and act on adopting a moratorium ordinance regarding retail marijuana establishments and social clubs.

Town Manager Shane explained that this will allow the Ordinance Committee some time to deal with this issue if it passes in the election.

Councilor Bingham said that he doesn't think that pot shops will start opening in Cumberland and we have more important things to work on. He does not support this.

Councilor Stiles said the he would rather be out in front of any issues that could arise from this rather than behind them.

Motion by Councilor Edes, seconded by Councilor Stiles, to set a public hearing date of November 14th to consider and act on adopting a moratorium ordinance regarding retail marijuana establishments and social clubs.

VOTE: 5-0 UNANIMOUS

V. NEW BUSINESS

Councilor Bingham – he will be leaving tomorrow evening for Nepal and Friday morning will fly to a remote section of the Himalia's to start a trek to the Mount Everest base camp. This trip is something that he has always wanted to do.

Councilor Gruber – he attended the Cumberland County Municipal Oversight Committee Meeting for community block grants. We are going to submit two grant applications for a generator for the senior apartment complex on Drowne Road. There is no emergency power supply there.

News Channel 13 and the Good Shephard Food Bank did a school spirit challenge recently. He heard that there was over 25,000 pounds of food donated that day. We receive a percentage of the funds or a percentage of food weight from Good Shepard for our food pantry.

Councilor Edes – he encouraged people to get out and vote. He also encouraged people to get informed on the proposed performing arts center. He wanted to be a member of the Town Council because this is his home Town and he wants to help make it better and help keep taxes down. The school has a lot of projects coming up and he encouraged people to think about what a new performing arts center will do to their tax bill.

He wished Councilor Bingham a safe trip. He has quite an adventure coming up.

Chairman Turner – the memorial service for Dick Sweetser was last Sunday. It was a very emotional service and very well attended. He sent his condolences to Connie and the entire Sweetser family.

Happy birthday to Councilor Bingham.

Cumberland residents Sharon & Bob Collins and Larry Aufiero were deployed by the Red Cross to assist the flood victims in North Carolina. We thank them for their service.

Councilor Stiles – None

Town Manager Shane – We are up to about 1800 voters in our community who have voted absentee. This is very good and we are on track to break our past records. We also have 5% of newly registered voters.

Meet the candidates night will be held tomorrow evening at 7:00 p.m. in the Council Chambers.

There will be a neighborhood meeting on Wednesday evening at 6:00 p.m. to discuss the closure of the old landfill site on Drowne Road.

The Aging in Place Forum is this Saturday from 8:30 to 2:00 at the Middle School.

VI. ADJOURNMENT

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

VOTE: 5-0

TIME: 8:58 P.M.

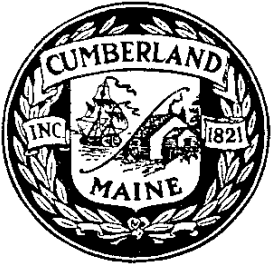
Respectfully submitted by,

Brenda L. Moore
Council Secretary
(Minutes prepared by DVD. Not present at meeting)

ITEM

16-146

To hold a Public Hearing to consider and act on authorizing bonding of up to \$4.1 million dollars for an addition to the Central Fire Station, as recommended by the Central Fire Station Building Committee



MEMORANDUM

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

To: Town Council
From: William R. Shane
Subject: 16-146 Fire Station Bond
Date: November 10, 2016

Attached is the Bond Order for the Fire Station addition project as recommend by the “**Central Fire Station Building Committee**”.

I recommend the following abbreviated motion:

WHEREAS, the Town desires to issue its general obligation bonds in an aggregate principal amount not to exceed \$4,100,000 and to appropriate the proceeds thereof to finance the Project described in Sections 1 through 21 inclusive and attached to this Order;

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

The sum of \$4,100,000 is hereby appropriated, from the proceeds of the Bonds and Notes herein authorized, to finance costs of improvements to the Central Fire Station including construction of an addition thereto and the equipping thereof, 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”).

**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 \$4,100,000 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 \$4,100,000 is hereby appropriated, from the proceeds of the Bonds and Notes herein authorized, to finance costs of improvements to the Central Fire Station including construction of an addition thereto and the equipping thereof, 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 \$4,100,000. 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 Cumberland.

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.

Central Fire Station Building Committee

**Town Council
November 14, 2016
Public Hearing**



Jim Orser, Chairman
Brian Cashin, Vice Chairman

Linda Fulda
John Hankinson
Adrian Kendall
Bert Kendall
George Small
Harland Storey
Dave Swan

Fire Chief Dan Small

Town Councilors

Bill Stiles
Mike Edes

Committee Charge

Council Packet Only – to be used as Talking Points not in Slide Show

The Town Council directs the Town Manager to publicly advertise for the recruitment of a citizen's Building Committee to develop a recommendation for the Town Council for an expansion of the existing Central Fire Station on Tuttle Road. The Committee shall be tasked with the following:

- Inventory of current space and storage spaces
- Inventory of current apparatus housed at Central Fire
- Inventory of the Departments current abilities and challenges in completing its mission
- Develop a needs analysis specific to the mission of the Fire Department
- Develop a current building assessment including interior, exterior, roof, structural integrity, expansion ability , and land availability for possible expansion
- Development of a Conceptual Site Plan
- Visit and report on expansions to neighboring and area Town Fire Stations
- Hire an architect to develop a Preliminary Design Report (PDR) for the Town Council
- Present a comprehensive report with a recommendation to the Town Council **no later than November 28, 2016**. The report shall be presented at a regularly scheduled and televised Town Council meeting.

Committee Meetings

- Held two meetings with direct abutters
- Town Council Preliminary Presentation 9-12-2016
- Televised Meeting 9-15-2016
- Open House at Fire Station 9-24-2016
- Final recommendation 11-14-2016 to the Town Council

Central Fire Station

- 1969 – Design and Construction commence
- 1970 – Present station opens in August
- Regulated by Occupational Safety and Health Act, Environmental Protection Act, National Fire Protection Association, Maine Bureau of Labor, Safety and Protection of Fire fighters and their families
- 50 years – things have changed

Central Fire Station Timeline

- 1970 - Self Contained Breathing Apparatus filled at Dive Shop
- 1980 – First Female Firefighter
 - - Personal (fitted) Protective Equipment mandated
 - - Hazmat Decontamination required
- 1990 – Staffing begins to decline
- 2000 – EMS reunified back into department (3 Ambulances)
 - - SCBA Compressor & Breathing Storage Tanks installed
 - - Hazmat Commercial Washer installed
- 2010 - Affordable Care Act
 - - EPA must wash vehicles indoors

Cumberland PPE Storage Area



NFPA Standard 1851 - Personal (fitted) Protective Equipment

PPE Storage Area



When planned, this is how it should be laid out for safety and efficiency.

Cumberland Decontamination Area



EPA Hazmat Decontamination must drain to a sewer

Saco Decontamination Area



Self-contained, enclosed area with sewer floor drain

Cumberland Self Contained Breathing Maintenance



*NFPA Standard 1981 - Firefighters entering a structural fire must be certified and wear a self contained breathing apparatus.
(Exposed tanks, adjacent to Hazmat Decontamination)*

Saco

Self Contained Breathing Maintenance



Separate room for Breathing Air and Compressor System to fill the tanks. Work shop to repair breathing apparatus.

Cumberland Medical Supply Closet



2009 – EMS added to Central Fire Station

2010 - Affordable Care Act

2016 – Maine Medical Center no longer re-supplies ambulances

Cape Elizabeth Medical Supply Room



- *Buy in bulk to minimize costs but no where to store supplies*
- *Air quality of storage room*

Cumberland Multi Purpose Room



Emergency Operations Center, Training, Patient triage, Fitness Equipment, School Department use and Community use.

Poland Multi-Purpose Room



Cumberland Bedroom



Cannot accommodate male/female firefighters, no personal lockers, etc.

Saco Bedroom



Assigned rooms for personnel on differing schedules with personal lockers, desk, conducive for study, privacy, etc.

Cumberland Physical Fitness Area



*50% of the annual line of duty deaths are heart and conditioning related.
Fitness is strongly encouraged but poorly delivered.*

Fire Fighter Deaths 2015

Firefighter Deaths by Cause of Injury – 2015



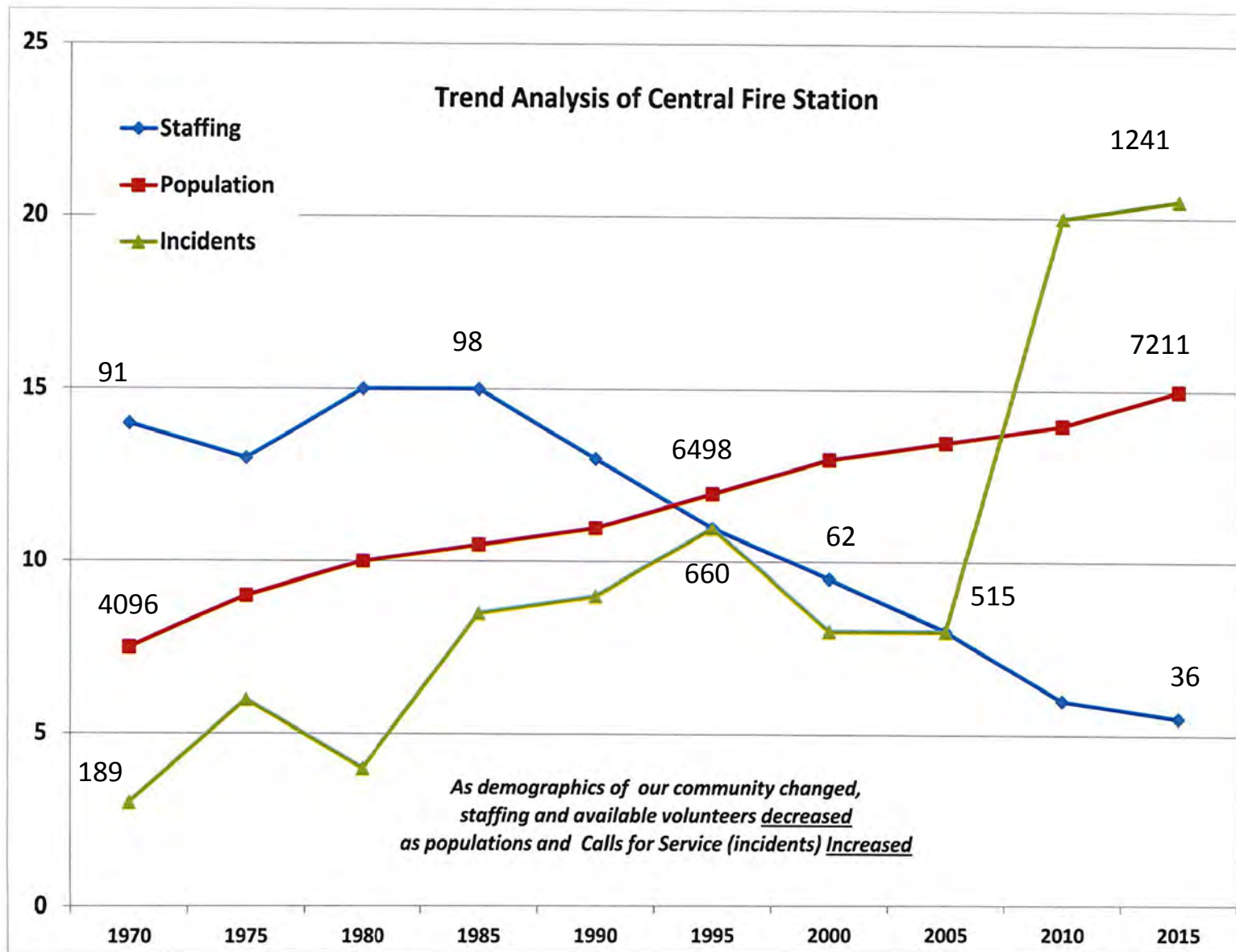
Saco Physical Fitness Room



Fitness Center shared by Municipal employees

Trend Analysis

Brian Cashin to Talk about trends over Time- Population – Increase Demands for service, Slide will be full screen and Brian will have the talking points for the slide



44.5 Median Age

% > 65Yrs Old

28.8% 2024 Projection

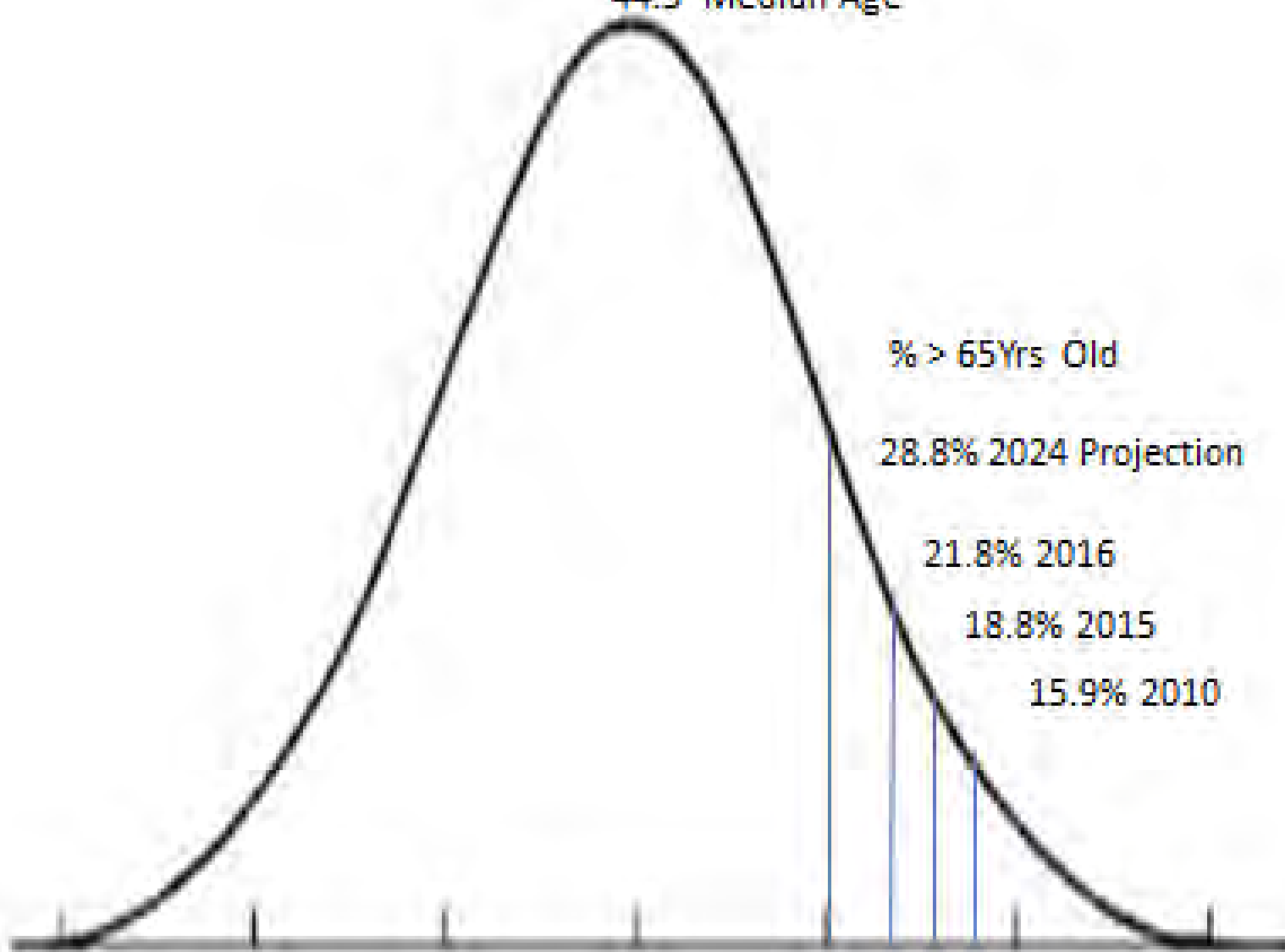
21.8% 2016

18.8% 2015

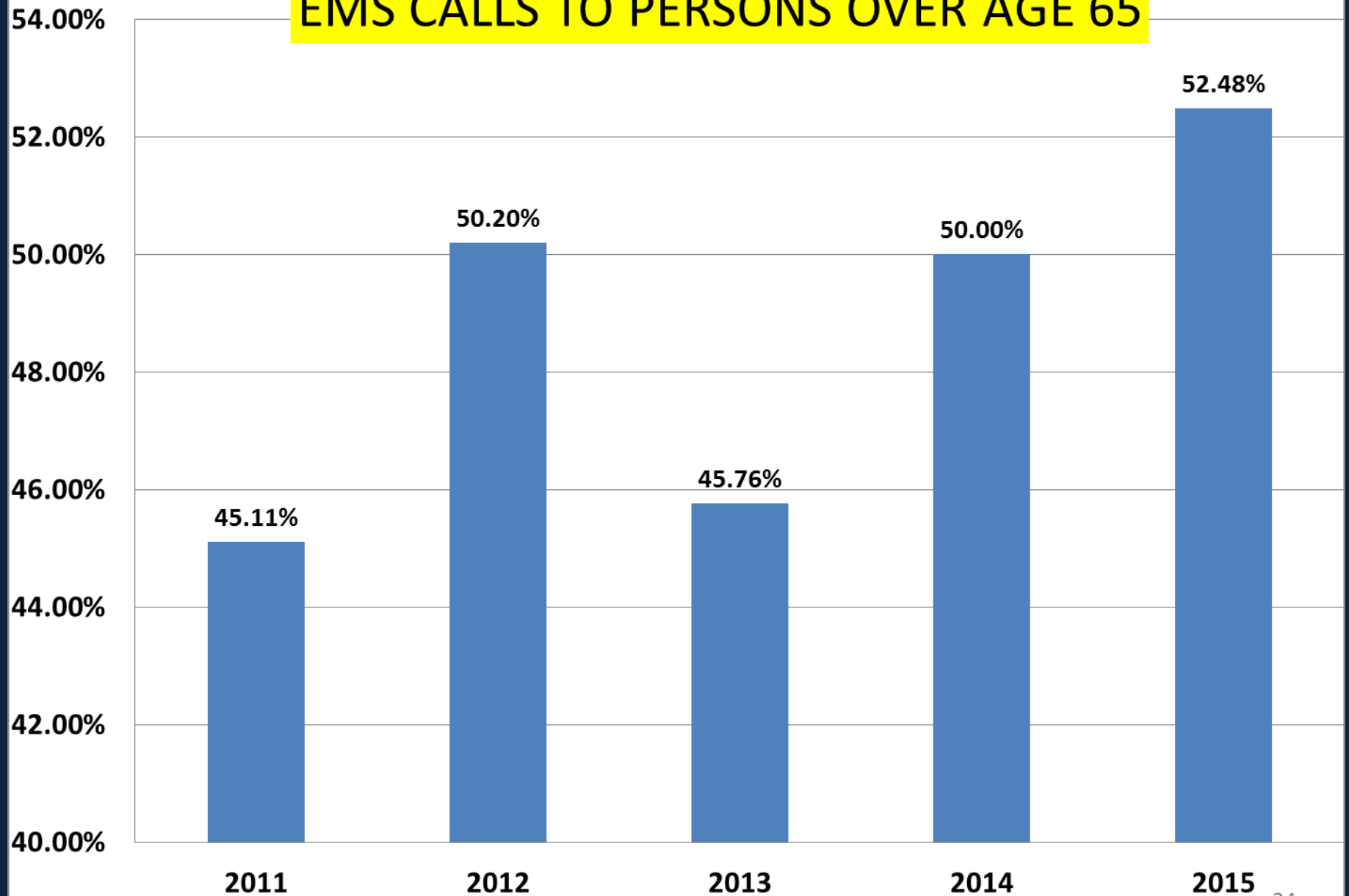
15.9% 2010

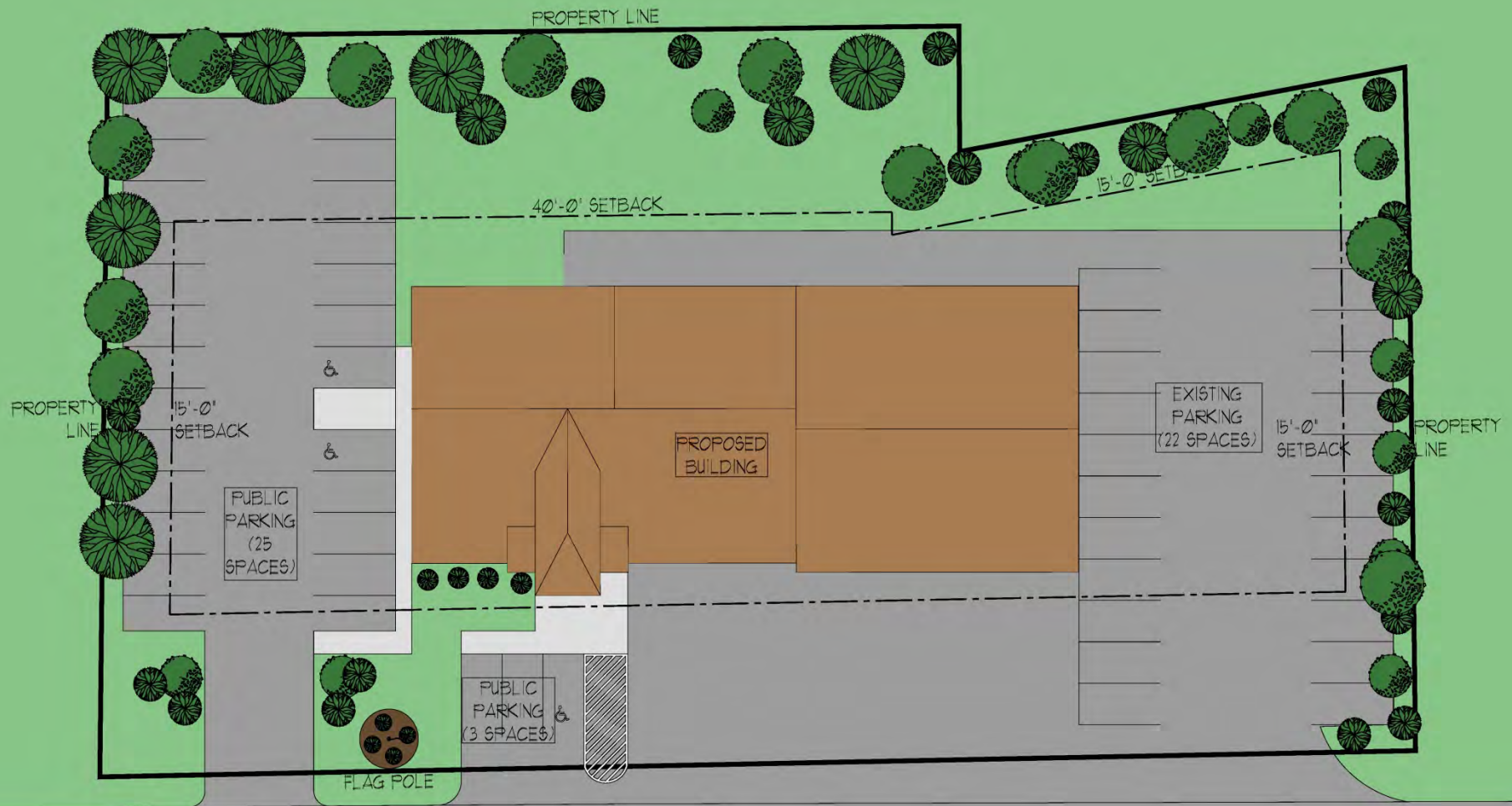
MAINE POPULATION

www.maine.gov/labor/cwri/outlookDemographic.htm



EMS CALLS TO PERSONS OVER AGE 65





Proposed Site Plan with 28 new Public Parking Spaces,
Site Buffering, Controlled Lighting and Drainage



CUMBERLAND
FIRE DEPARTMENT



Existing Central Station with detached Bunk House



Proposed Two Story with LL Addition with the Existing 4 Bays to Remain



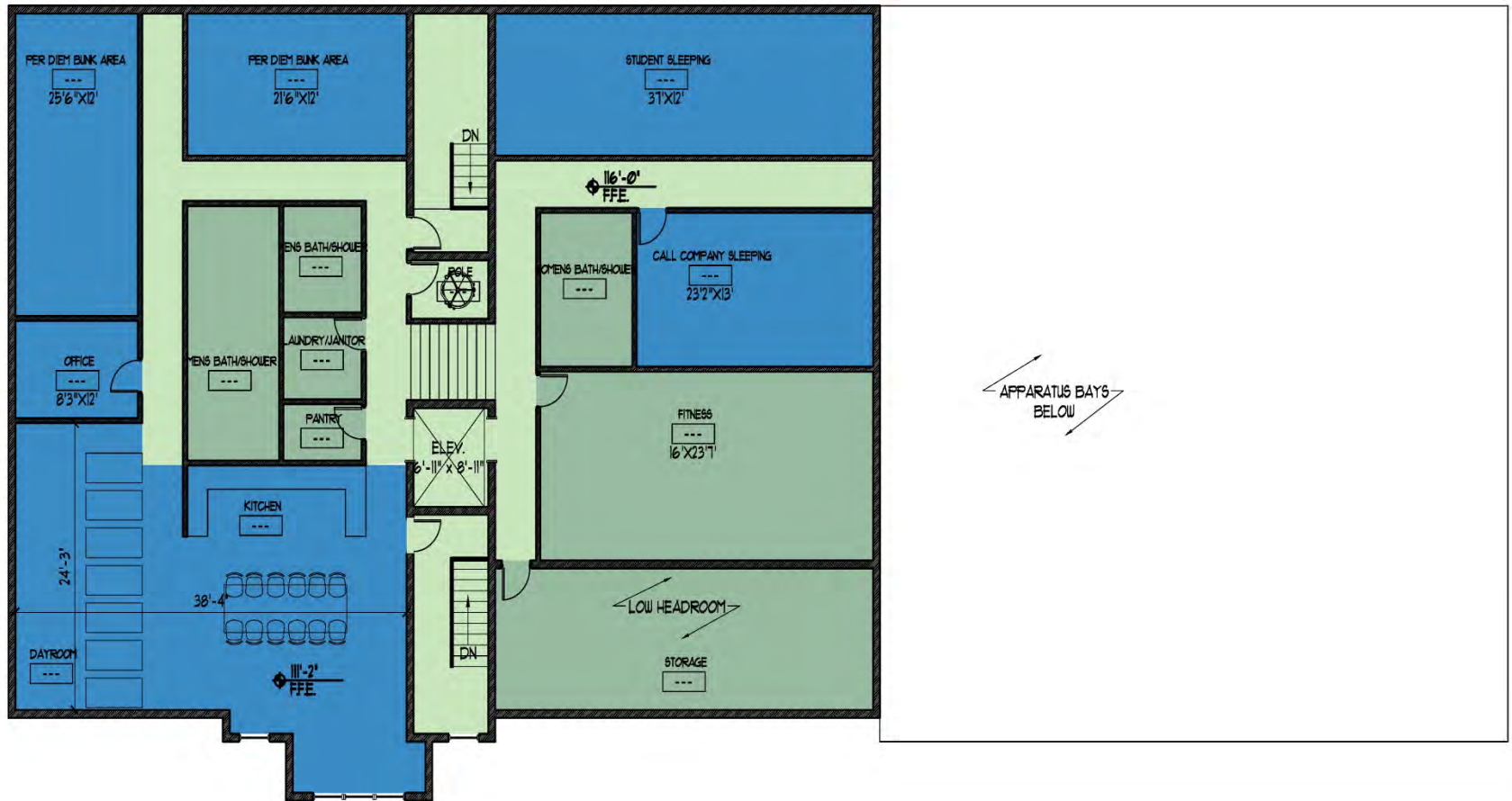
Proposed Site Plan with 28 new Public Parking Spaces, Site Buffering, Controlled Perimeter Lighting and Drainage

Street Level



KEY				
 ADMINISTRATION	 RESIDENTIAL	 APPARATUS BAYS	 SUPPORT	 CIRCULATION

Second Floor



KEY				
 ADMINISTRATION	 RESIDENTIAL	 APPARATUS BAYS	 SUPPORT	 CIRCULATION

Lower Level

Training, Emergency Operations Center, Community Room, Storage



KEY				
 ADMINISTRATION	 RESIDENTIAL	 APPARATUS BAYS	 SUPPORT	 CIRCULATION

Project Time Line

CENTRAL FIRE STATION BUILDING PROJECT TIMELINE - Cumberland, Maine

Dates	6/13/2016	6/27/2016	7/11/2016	8/2/2016	8/15/2016	8/23/2016	9/1/2016	9/6/2016	9/12/2016
	KickOff Meeting with Architect - Completed	Planning plus cost estimates on options for meeting * - Completed	On site walk through and meeting at Central Fire Station Completed	No meeting	Committee Meeting Completed	Develop Draft of Town Council Presentation and Recommendations	Committee Meeting	2nd Abutter's Meeting 6:00	Preliminary Town Council Presentation 7 PM
		Meet with Architect on timeline - Completed	Meet with Dan Smalls Management Team - 7/12 Completed	Meet with Abutters (Small Group) at Firestation Completed	Finalize Cost of Plan Option Selected				
		Geo Tech Report Due - Completed	Abutter - Meet with Richards Completed						
		Resolve any ongoing issues - Completed							
		Finalize Construction Approach* - Completed							
Dates	9/19/2016	9/24/2016	10/17/2016	11/14/2016					
	Televised Public Meeting Council Chambers 7 PM	Open House at the Fire Station 9:00-12:00	Prepare Presentation for Town Council Meeting 6 PM	Final Town Council Presentation and Recommendations 7PM					
		Saturday	Meet with Dan Smalls Management Team						
			PDR to Town By 10/14						

Project Preliminary Budget

Committee Recommendation	\$4,100,000
Second Alternative	\$4,484,746
Third- Total Rebuild	\$5,135,909

How will this be funded?



Taxes raised from the Natural Gas mains can be used for roads, highway equipment and an addition to the Fire Station.

The Fire Station addition will be funded with a combination of TIF funds (from gas main) and General Funds (paid for by property taxes)

Preliminary Property Tax Impact



Home Value	\$200,000	\$400,000	\$600,000	\$1,000,000
Taxes for 20 years	\$15	\$30	\$46	\$76

Next Steps

1. Approval to go to Bond
2. Authorize the CFBC to continue until Construction
3. Authorize Architect
4. Authorize CM method to build

Next Steps

3. Authorize Port City Architects to design the addition

Why Port City?

- Hired and completed first phase of the Cumberland Fire Station Project
- Completed the project on time and within their projected cost of the project
- Worked very effectively with the CFBC
- Difficult to start over with a new architect
- The CFBC unanimously voted to recommend going to the next phase of the project with Port City Architect

Next Steps

4. Authorize Construction Management method to build:

Why this approach versus a General Contractor?

- Most effective method to control costs
- CM provides input to architect and owner to achieve budget
- CM provides project management, supervision and coordination of subcontractors
- CM provides on-site supervision of all trades
- CM will receive competitive bids in all work divisions and will share results with owner
- Contracts are executed between CM and subcontractors
- Owners receive cost savings

Questions & Feedback

www.cumberlandmaine.com

**Click on Government Boards & Committee
and go to Fire Station Building Committee**



CUMBERLAND FIRE STATION

TOWN OF CUMBERLAND MAINE

OCTOBER 12, 2016

PRELIMINARY DESIGN REPORT

PREPARED BY



PORT ■ CITY
ARCHITECTURE

**PRELIMINARY
DRAFT**



65 Newbury Street, Portland, ME 04101 • 207.761.9000 • www.portcityarch.com

Town of Cumberland

Fire Station Preliminary Design Report

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Executive Summary

In the spring of 2016, Port City Architecture was hired by the Town of Cumberland, Maine to investigate possible improvements to the current fire facility and satisfying the needs of the fire department. After Town Interviews and local research it was determined that two approaches to the project were required. The first approach (Option A), looks at a completely new building and all new large 14'x14' apparatus bays. The second approach (Option B), looks at keeping the existing apparatus bays, with minor structural improvements and the building of two new 14'x14' bays as well as a new administrative, community space and bunk areas for the fire department.

In the report that follows, the project is presented and analyzed from feasibility, cost, and time-frame standpoints. Subsequent sections will provide an overview of the construction costs, as well as the projected total project costs and timeframes for implementation of the plan. This project approach is also supported with conceptual floor plans and renderings. The project as currently shown in this report are based on 2016 market conditions.

The new building and renovation options are as follows:

Option A – New Building

Raw construction cost:	\$4,372,000.94
Other soft costs, owner costs, and contingencies:	\$741,616.02
Total project Cost:	\$5,113,616.96

Option B – Building Renovation

Raw construction cost:	\$3,514,864.78
Other soft costs, owner costs, and contingencies:	\$585,109.02
Total project Cost:	\$4,099,973.80

For this option, it is recommended that the town retain an additional project contingency of **\$150,000**. The attached cost estimate breaks down the various costs and components of the estimates for review.



Introduction / Existing Conditions

During a review of the current facility, it was observed that the current facility is cramped and undersized to house the fire department. It was also observed that most (if not all) of the administrative spaces are in need of renovations and repairs. The facility is showing its need for renovation, and the repairs range from minor cosmetic updating of finishes, to a rework of the existing floor plan. The electrical, mechanical, and plumbing systems currently function adequately but could use updating to more efficient technology and are also only sized for the current size of the fire department. There are areas of crowding and tight spaces along with some spaces that are not being

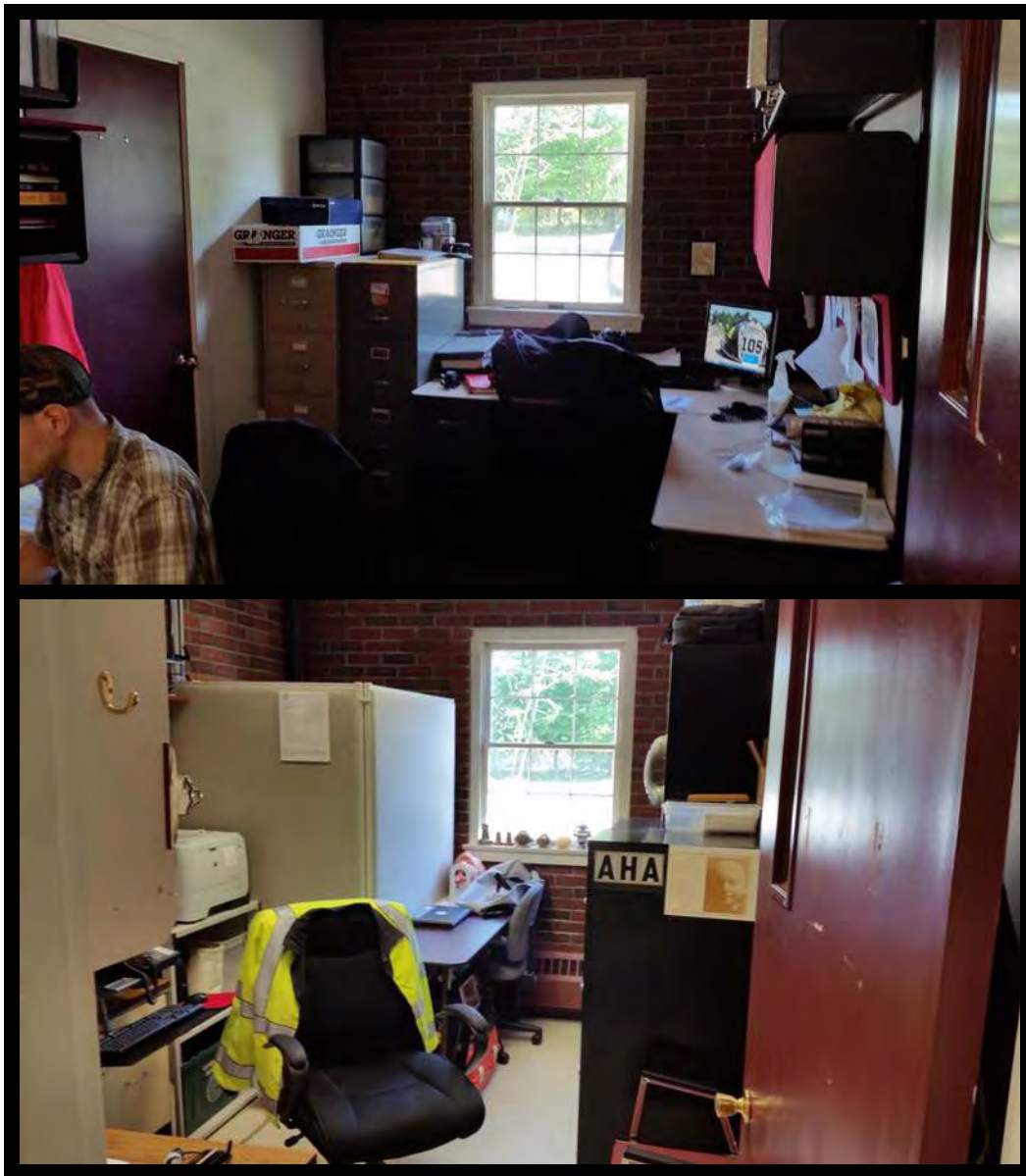
used to their full potential. In our opinion, major remodeling, adjustment of spaces, and a new building are warranted to fully house all operations of the fire department.

Port City Architecture met with the fire department and the town committee to create a list of needs for the fire department that need to be included in any future renovations.

As compared to the existing facilities, and in order for the fire department to function now and into the future, the department requires multiple items.

Analysis of Current Essential Needs

- Additional administrative spaces including offices, working desks and conference rooms are required

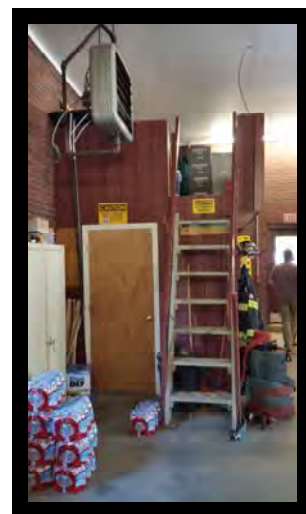
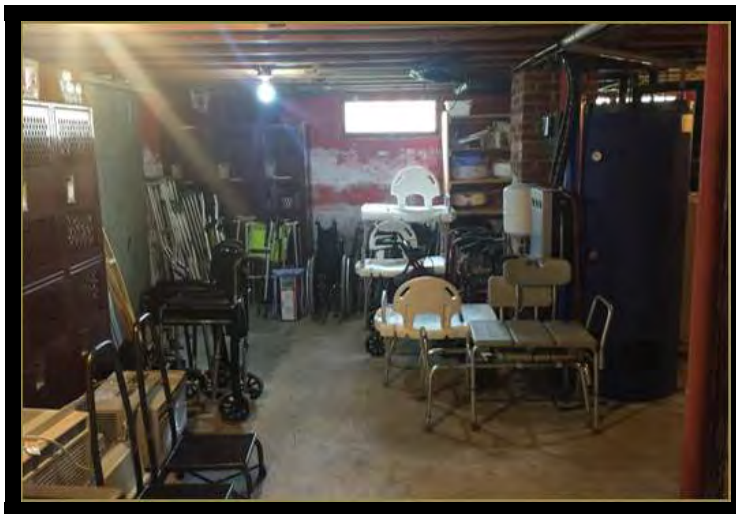


- Sleeping spaces for fire department personnel are inadequate and undersized. Bunk rooms are currently located in the house next door. In case of alarm, fire personnel have to travel

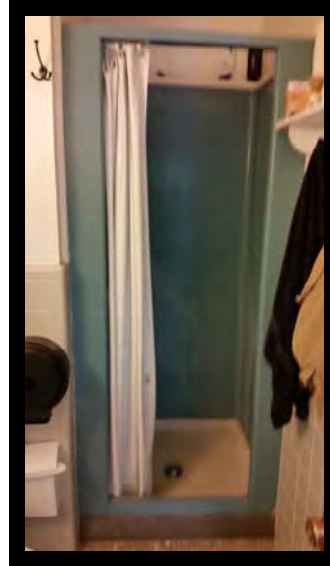
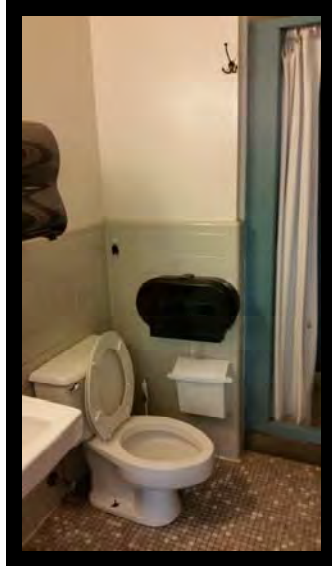
through an attached yard. Also, there are not enough bunk rooms to house current and future staff, additional bunks are required.



- In addition to bunk rooms, ADA and functionally sized bathrooms and showers are needed.
- Currently, storage is inadequate throughout the building. The basement of the adjacent house is used for medical storage. The back of the existing apparatus bays are used for storage and impede the functionality of the fire equipment and create exhaust contamination issues. New and larger storage spaces are needed.



- Separate decontamination showers are needed to meet current emergency responder standards. Currently, the shower in the public restroom is used for both decontamination and regular bathing.



- The existing garage bays are undersized for current needs. Two new large apparatus bays are required to house needed emergency vehicles to meet current and future town needs.

Structural Analysis

An initial structural review of the structure was performed by Structural Integrity. Through their analysis it was determined that the existing apparatus bays do not meet current code as well as the roof not being insulated which contributes to a large ice damming issue. For the existing apparatus bays to meet the current structural code and to support the additional snow load caused by the additional roof insulation to be installed to minimize ice buildup, the existing Apparatus bays roof Trusses will need to be shored up as per the attached structural drawing. Also, the existing brick piers between doors will need to be supported by steel "C" channels to reinforce the existing brick piers. See attached Appendix D for structural drawing. With these minor structural upgrades to the roof trusses and brick piers, the existing apparatus bays will be fully functional and maintain a lifespan that is commensurate with the new construction of the administration addition.

Analysis of Improvements

During the initial needs assessment process, it quickly became apparent that the current facility needed repairs and upgrades to spaces and systems. Also, the town would like a building that will sustain the needs of the community for years to come. These issues were approached from two directions. The first option (Option A) is to completely demolish the existing building and build an all new fire station. The Second option (Option B) is to keep the existing apparatus bays and build two new large apparatus bays as well as a new 3-Story administrative, residential and community addition.

Through conversations with the fire Chief as well as the town committee, program requirements were determined to be:

- 6 Additional administrative offices – Currently 3
- ADA restrooms
- Increase bunk space as well as fitness, day room and full staff kitchen. Bunk space is needed for staff, call company staff and students.
- Drastically Increase storage – Specific storage for medical supplies, SCBA equipment, Medical equipment and for various Apparatus equipment

- Dedicated turn out gear lockers for current and future staff
- Community Para-Medicine room – A need has risen with the aging local populace and current visits from people needing immediate medical care. Sized for (2) stretchers.
- Decontamination Showers – Showers are currently shared in a public restroom. Decon showers remove toxins and biological and chemical contamination to a dedicated space and limit exposure.
- Large community Space – Current space is small and has limited uses from the community however it is still used often. The new space will also be used as an Emergency Operations center and training room.
- Radio room for charging and maintaining equipment.
- Larger apparatus bays for current and future equipment.

Both options incorporate all the needs that were discussed into a new 3-Story administrative, residential and community wing. Option A replaces the existing apparatus bays with four (4) new 14'x14' apparatus bays and two (2) new 12'x12' apparatus bays. Option B keeps the existing bays and adds two (2) new 14'x14' apparatus bays. Option B is recommended by the Architectural Team. Financial savings of keeping the existing bays while providing minor structural supports outweighs the gains of 4 new bays. Also, this option is designed to allow new improvements without the demolition or substantial rebuilding of the new building.

Proposed Design

The new design is conceptually designed to meet the current state and local codes consisting of Lifesafety 2009 (NFPA) and the International Building Code 2009 (IBC 2009). The design is based on a simple structural system with coherent building forms that are synonymous with the New England vernacular and for the new building to be cohesive with the existing structures in the center of the Town of Cumberland.



The existing building's apparatus bays will remain while adding two new 14'x14' apparatus bays and a 3-story addition that will house administrative, residential and community spaces.



The new fire station addition will include these elements: sloped roofs, articulated exterior detailing, a brick base and durable clapboard siding façade materials to match the existing building in concept. The interior of the building is conceptually priced to include simple, durable finishes with some finishes upgraded due to the use of the facility. Generally the new building system includes a concrete foundation to frost depth. Exterior walls are wood stud walls with a pre-engineered wood truss roof system. The interior plan of the building is designed to be efficient and functional for the fire department.



The design team has made several assumptions in design and estimating. Due to this fact, there may be some measure of cost control that can occur during the design to meet any proscribed budget (lower or higher). Therefore, we have provided a median construction cost to give an idea of probable construction costs that might result from an open, competitive bidding situation. The current design reflects what we consider a median level of finishes and costs associated with new construction and renovations of these building types.

The estimated costs for the entire project are based on the included plans and town requests. At 14,299 square feet of new construction and 2,995 Square Feet of renovation, the raw construction costs are expected to be **\$3,272,004.62**. As shown in the attached cost estimate, construction insurance, performance & payment bonds, and a construction management fee of 5% for a **total construction budget of \$3,514,864.78**.

Project Soft Costs

Soft costs are those items that the owner provides prior, during or after construction activity that are typically required due to prevailing state or local building codes or occupancy requirements and often include a reserve used for unforeseen items. A list of these items can be seen in the project budgets and consist of items such as construction testing, design fees, permit fees and purchasing of equipment and furnishings outside of the general contract for construction.

For purposes of this estimate, design fees are shown based on the current matrix to establish design fees issued by the State of Maine, Bureau of General Services. The state median cost sets the percentage at **7.8%** assuming a public bid for construction process. Permitting fees have been estimated at **\$35,000** and include Planning Board and Site Plan reviews. Additional costs of various testing and permitting fees, equipment and fitting out spaces to occupant needs, work out to be a minimum of **\$510,109.02**. The town should review this information and consider additions, deletions and adjustments as the project might demand. Keep in mind that there should be an 8% to 10% contingency in reserve based on the total project cost based on how much is known before construction begins. For the purposes of these conceptual estimates, the project soft costs including the contingency total approximately **\$585,109.02**

Total Project Costs

Based on the items presented above we estimate the total probable project budget for construction and original equipping of the project to be **\$4,099,973.80**(including the contingency reserve).

The estimate above is based on today's market costs. The past few years have seen some escalation in materials and labor costs. While this trend has started to slow we can expect a 3% to 5% rise in cost per year. The construction contingency will allow for these fluctuations to a certain extent, however, if the project is implemented after 2016 the Town of Cumberland should expect an increase in the costs presented and plan accordingly.

Project Timeline

Once the Town of Cumberland has appropriated funds for this project, we estimate that that duration from time of issuance of RFP to the time that the town could assume use of the building to be from 14-17 months. This allows 3 months for a public site plan review process (if required), 3 months of design and document production, 3 months of bidding through a public bidding process and general contractor mobilization, and 8 months for construction of the new building and the renovation of the existing apparatus bays. This timeframe is for conceptual use only, while some of these steps can run concurrently, unforeseen events like weather and material availability may delay the project. The project should be completed by no later than the spring of 2018.

Conclusion

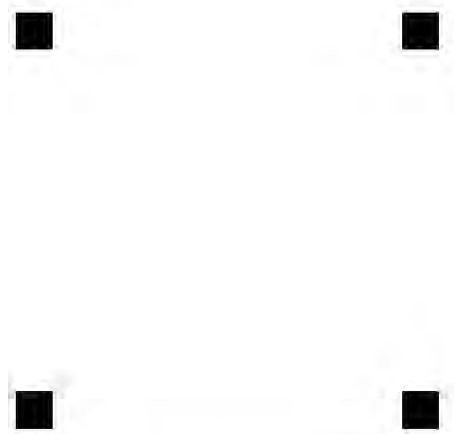
After our thorough review of the existing facility, it is readily apparent that there are numerous deficiencies associated with the fire department building which hinder the fire personnel's ability to provide services to the Town of Cumberland and the surrounding area. The current building needs major upgrading, repair, and renovations. The existing building is also too small to provide the services needed for a fire department for a town of this size. While a completely new building is possible, there are significantly increased costs associated with a building of this type and we recommend keeping the existing apparatus bays.

This report concludes that the construction of a new administration wing and some minor upgrades to the existing apparatus bays is a much better option, from a financial aspect, an energy usage aspect, a building and site functionality aspect, and a construction time aspect. New construction would eliminate most of the unknowns associated with renovating the current facility. It would be built to much greater energy efficiencies, therefore reducing future operating costs. By utilizing new construction and renovating the existing structure, the Town of Cumberland could provide the fire department the tools it needs to serve the Town long into the future.



PORT CITY
ARCHITECTURE

65 NEWBURY STREET
PORTLAND, ME 04101
207.761.9000



Consultants:

PRELIMINARY PLANS

CUMBERLAND
FIRE
DEPARTMENT
Fire Station
Cumberland, Maine

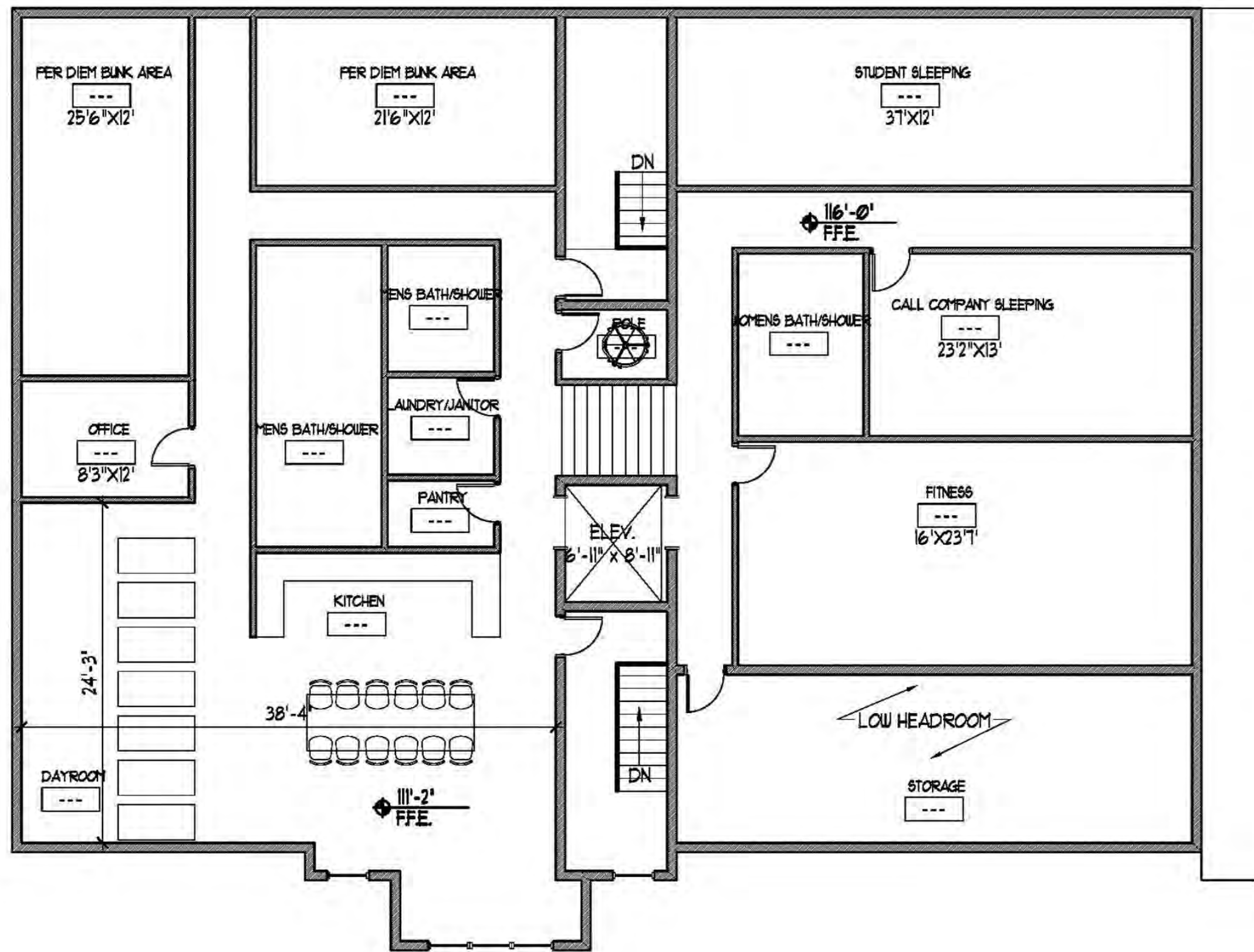
#	DATE	DESCRIPTION

Date Issued: JUNE 27, 2016
Project Number: 16-402
Drawing Scale: AS NOTED

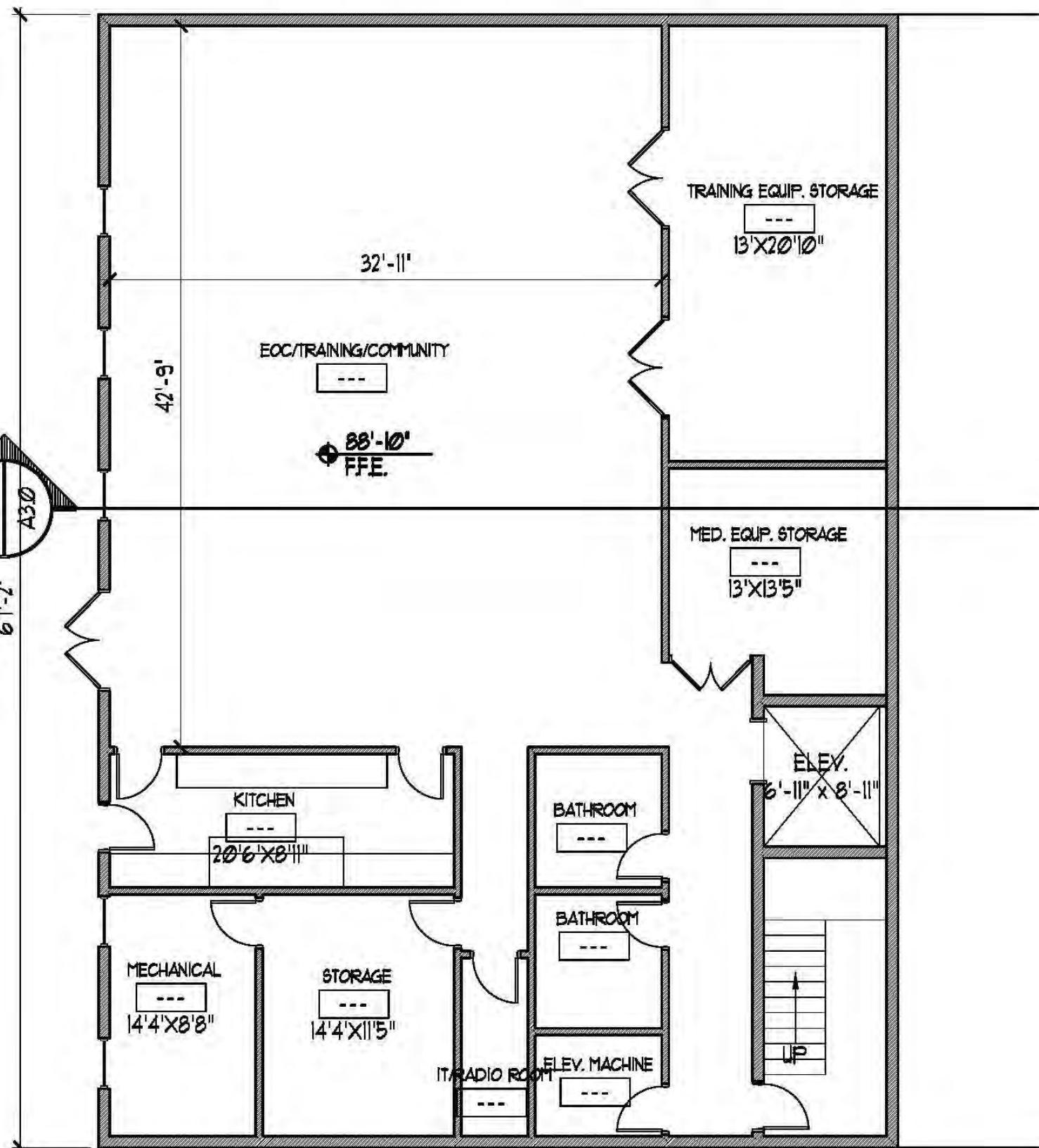
PROPOSED
FLOOR PLANS
ALL NEW

Drawn By:
Checked By:

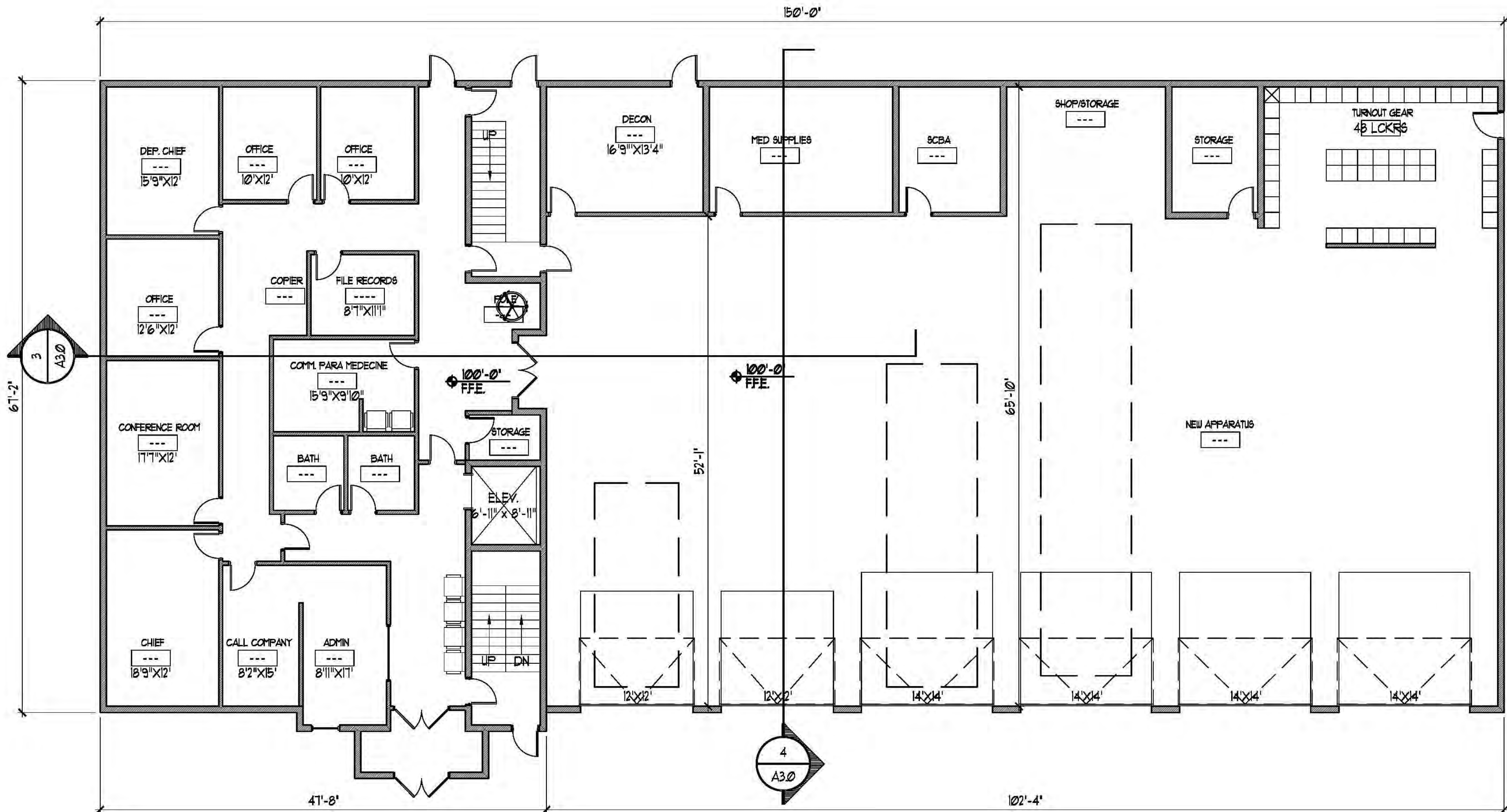
A-1.1



3 SECOND FLOOR
SCALE: 1/8" = 1'-0"



2 LOWER LEVEL
SCALE: 1/8" = 1'-0"



1 FIRST FLOOR
SCALE: 1/8" = 1'-0"



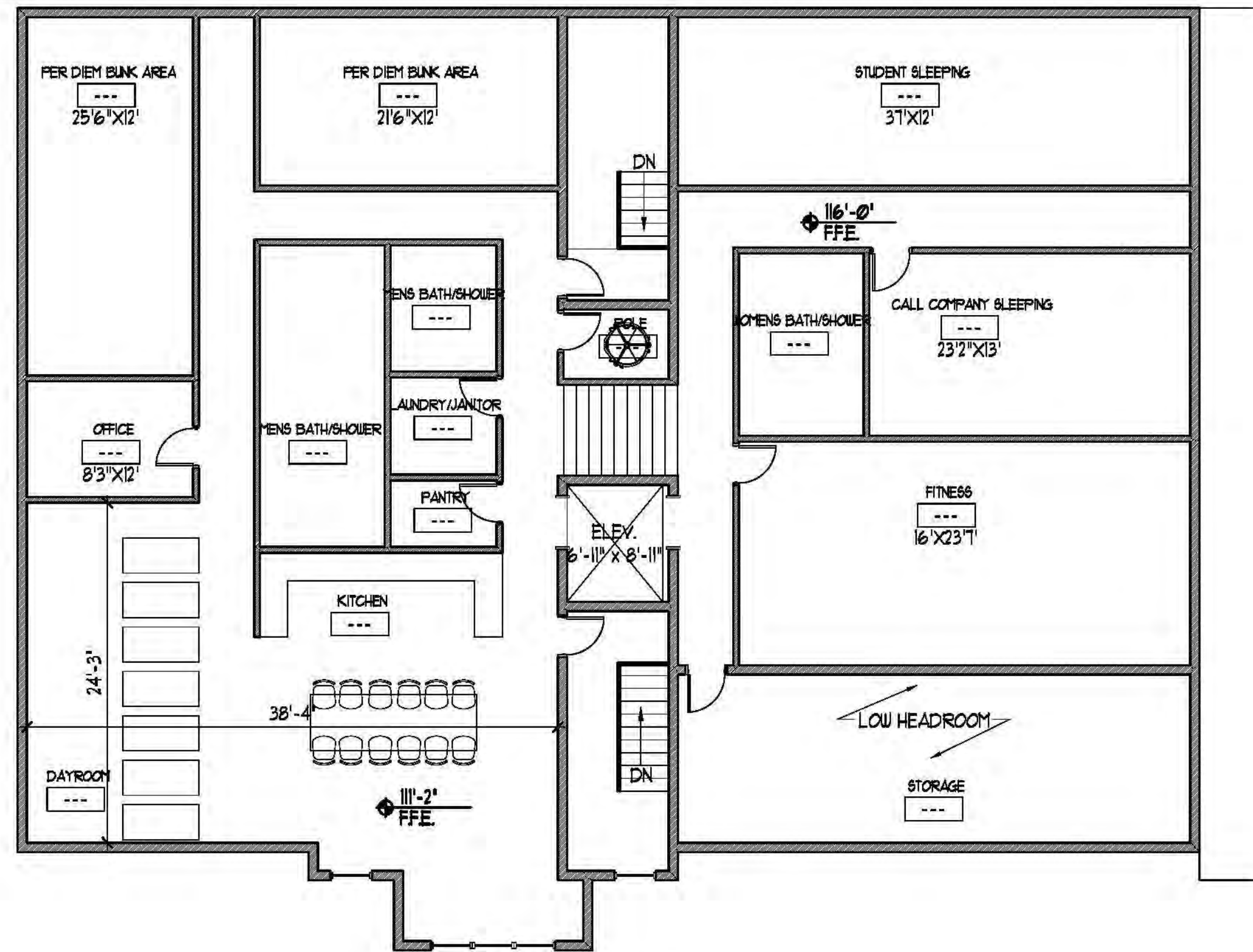
CUMBERLAND
FIRE DEPARTMENT



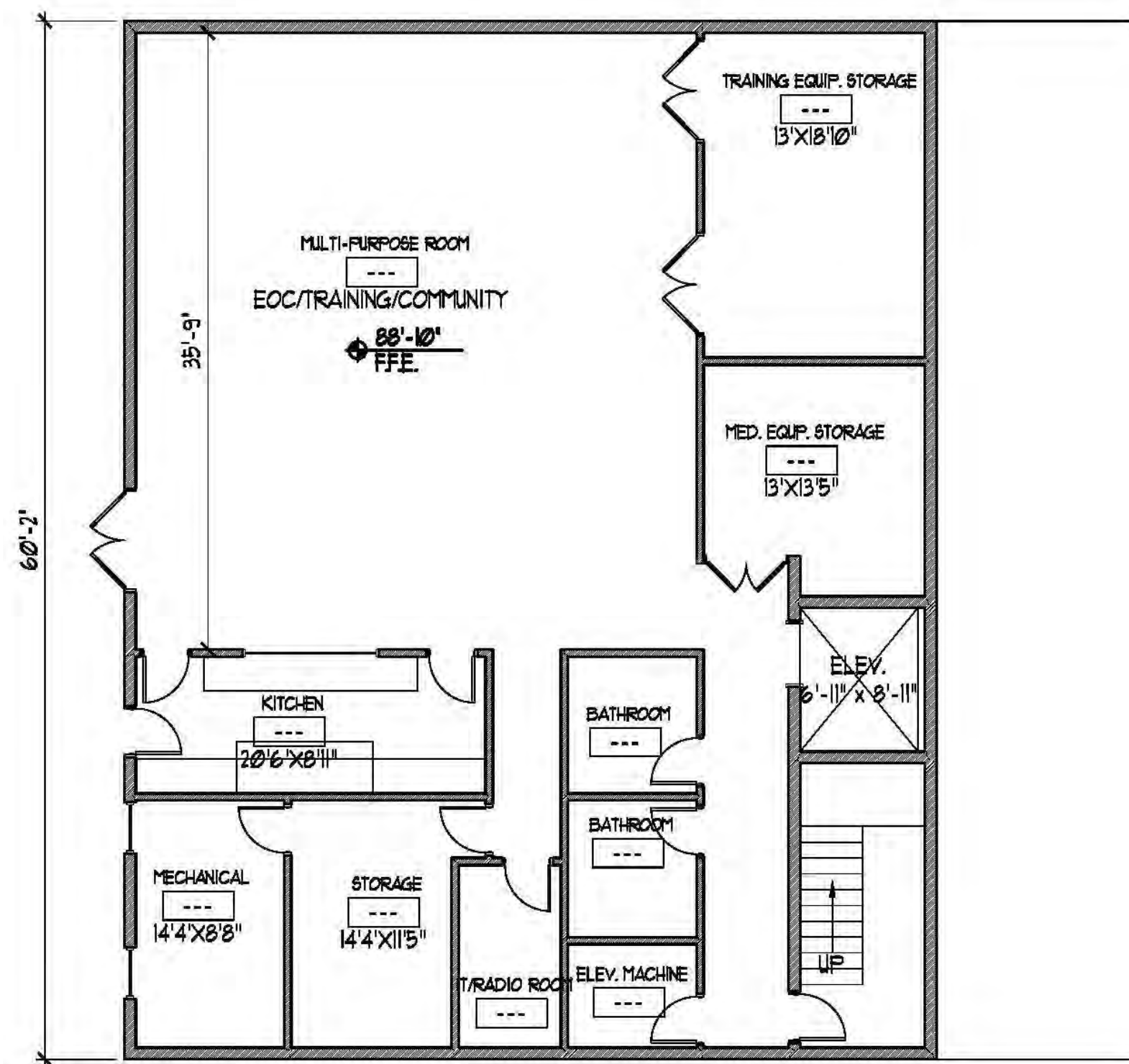


CUMBERLAND
FIRE DEPARTMENT

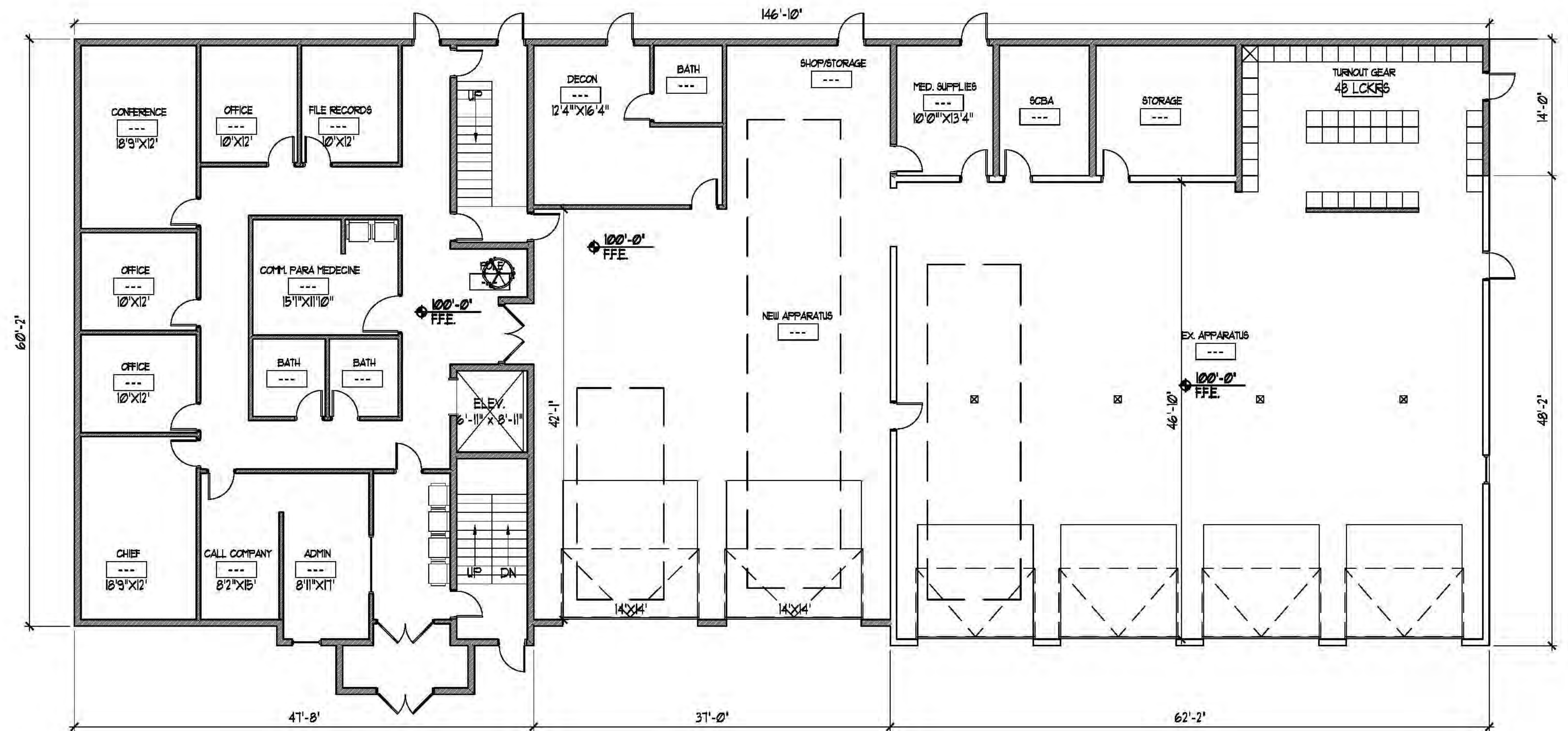




3 SECOND FLOOR
0 8'-0" SCALE: 1/8" = 1'-0"



2 LOWER LEVEL
0 8'-0" SCALE: 1/8" = 1'-0"



1 FIRST FLOOR
0 8'-0" SCALE: 1/8" = 1'-0"



CUMBERLAND
FIRE DEPARTMENT





CUMBERLAND
FIRE DEPARTMENT

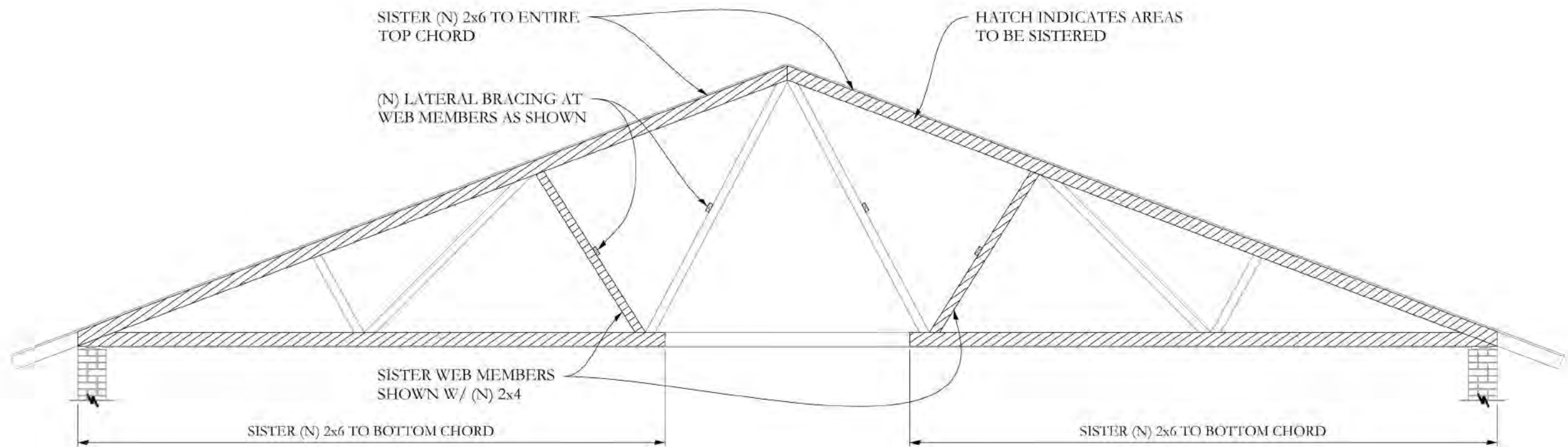




BUDGET ESTIMATING - CUMBERLAND FIRE & RESCUE STATION

	Conceptual Estimate	Percent of Total Construction	Conceptual Estimate	Percent of Total Construction	Conceptual Estimate
	Reusing Apparatus Bay		All New Building, Inc Apparatus Bay		Reusing Apparatus Bay
	27-Jun		27-Jun		SF REDUCTION 27-Sep
Construction Costs					
Div 1 - General Requiements	\$ 243,780.00	6.5%	\$ 243,780.00	5.6%	\$ 231,591.00
Div 2 - Demolition	\$ 37,000.00	1.0%	\$ 37,000.00	0.8%	\$ 37,000.00
Div 2 - Site Work	\$ 341,000.00	9.1%	\$ 358,050.00	8.2%	\$ 334,180.00
Div 2 - Paving/ Stripping and Curbing	\$ 40,000.00	1.1%	\$ 40,000.00	0.9%	\$ 40,000.00
Div 2 - Fences	\$ 5,000.00	0.1%	\$ 5,000.00	0.1%	\$ 5,000.00
Div 2 - Landscaping	\$ 25,000.00	0.7%	\$ 25,000.00	0.6%	\$ 25,000.00
Div 3 - Concrete	\$ 250,000.00	6.7%	\$ 300,000.00	6.9%	\$ 230,000.00
Div 4 - Masonry	\$ 135,950.00	3.6%	\$ 135,950.00	3.1%	\$ 130,512.00
Div 5 - Structural Steel	\$ 198,000.00	5.3%	\$ 198,000.00	4.5%	\$ 180,180.00
Div 5 - New Apparatus Bay	\$ -	0.0%	\$ 528,550.00	12.1%	\$ -
Renovations to Apparatus Bay	\$ 50,000.00	1.3%	\$ -		\$ 50,000.00
Div 5 - Misc. Metals	\$ 24,600.00	0.7%	\$ 24,600.00	0.6%	\$ 24,600.00
Div 6 - Rough Carpentry	\$ 60,000.00	1.6%	\$ 60,000.00	1.4%	\$ 57,000.00
Div 6 - Finish Carpentry	\$ 80,000.00	2.1%	\$ 80,000.00	1.8%	\$ 76,000.00
Div 7 - Insulation	\$ 51,940.00	1.4%	\$ 51,940.00	1.2%	\$ 49,343.00
Div 7 - Roofing	\$ 99,840.00	2.7%	\$ 99,840.00	2.3%	\$ 99,840.00
Div 7 - Caulking & sealants	\$ 10,000.00	0.3%	\$ 10,000.00	0.2%	\$ 10,000.00
Div 8 - Doors, frames, hardware	\$ 151,161.00	4.0%	\$ 151,161.00	3.5%	\$ 145,114.56
Div 8 - Aluminum storefront	\$ 22,000.00	0.6%	\$ 22,000.00	0.5%	\$ 22,000.00
Div 8 - Overhead doors	\$ 31,370.00	0.8%	\$ 31,370.00	0.7%	\$ 31,370.00
Div 8 - Windows	\$ 20,400.00	0.5%	\$ 20,400.00	0.5%	\$ 20,400.00
Div 9 - Drywall, light gauge framing	\$ 160,671.00	4.3%	\$ 160,671.00	3.7%	\$ 160,671.00
Div 9 - Acoustical ceilings	\$ 72,000.00	1.9%	\$ 72,000.00	1.6%	\$ 61,200.00
Div 9 - Flooring	\$ 130,500.00	3.5%	\$ 130,500.00	3.0%	\$ 118,755.00
Div 9 - Painting	\$ 68,000.00	1.8%	\$ 68,000.00	1.6%	\$ 62,560.00
Div 10 - Building specialties	\$ 54,316.00	1.4%	\$ 54,316.00	1.2%	\$ 49,427.56
Div 14 - Elevator	\$ 75,000.00	2.0%	\$ 75,000.00	1.7%	\$ 75,000.00
Div 15 - Sprinkler system	\$ 95,000.00	2.5%	\$ 95,000.00	2.2%	\$ 86,450.00
Div 15 - Plumbing & HVAC	\$ 528,000.00	14.0%	\$ 554,400.00	12.7%	\$ 475,200.00
Div 16 - Electrical	\$ 421,550.00	11.2%	\$ 442,627.50	10.1%	\$ 383,610.50
Subtotal Construction	\$ 3,482,078.00	92.7%	\$ 4,075,155.50	93.2%	\$ 3,272,004.62
Insurance	\$ 36,000.00	1.0%	\$ 36,000.00	0.8%	\$ 36,000.00
Building Permit	\$ 10,000.00	0.3%	\$ 10,000.00	0.2%	\$ 10,000.00
Performance & Payment Bond	\$ 28,000.00	0.7%	\$ 28,000.00	0.6%	\$ 28,000.00
Contingency	\$ 75,000.00	2.0%	\$ 75,000.00	1.7%	\$ 50,000.00
General Contractor Fee (3.5%)	\$ 127,087.73	3.4%	\$ 147,845.44	3.4%	\$ 118,860.16

Total Conceptual Construction Costs	\$ 3,758,165.73	100% \$ 4,372,000.94	100.0% \$ 3,514,864.78
<u>Design Fees</u>			
Permitting (site and architectural)	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00
Does not included DEP or Traffic Study		\$ -	\$ -
Architect (Basic Services) Includes Site / MEP / Structural (7.8%)	\$ 293,136.93	\$ 297,750.96	\$ 274,159.45
Reimbursable Expenses (6% of Design Fees)	\$ 17,588.22	\$ 17,865.06	\$ 16,449.57
Total Design Fees Port City Architecture	\$ 345,725.14	\$ 350,616.02	\$ 325,609.02
<u>Owners Costs</u>			
Testing Services	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Builders Risk	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Property / Topographic Survey	Complete	Complete	Complete
Geotechnical Investigation (Town to Advise)	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Hazardous Waste and Asbestos Removal	\$ -	\$ -	\$ -
State Fire Marshal Permit (Town to Advise)	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Town Inspection Fees	\$ -	\$ -	\$ -
Sewer Impact Fees (assume none)	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Utilities CMP (see additions and deductions)	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
Legal Fees (Town to Advise)	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Insurance (Town to Advise)	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Owners Project Manager (Town to Advise)	\$ -	\$ -	\$ -
Telephone / Data	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Security Cameras / Communications	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Housekeeping / Janitorial Equipment (Town to Advise)	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Furniture, Fixtures, and Equipment	\$ 75,000.00	\$ 75,000.00	\$ 70,000.00
Computers (town to advise)	\$ -	\$ -	\$ -
Custodial Equipment (Town to Advise)	\$ -	\$ -	\$ -
Moving and Storage Expenses	\$ 15,000.00	\$ 15,000.00	\$ 13,500.00
Signage-Exterior	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
Contingency	\$ 75,000.00	\$ 75,000.00	\$ 25,000.00
Total for Owners Cost	\$ 241,000.00	\$ 241,000.00	\$ 184,500.00
<u>Total Project Cost</u>			
Construction Cost - Construction Manager	\$ 3,758,165.73	\$ 4,372,000.94	\$ 3,514,864.78
Design Cost - Port City	\$ 345,725.14	\$ 350,616.02	\$ 325,609.02
Owners Cost - Town of Cumberland	\$ 241,000.00	\$ 241,000.00	\$ 184,500.00
Total Project Cost	\$ 4,344,890.87	\$ 4,963,616.96	\$ 4,024,973.80
<u>Owner Held Project Contingency</u>			
Design -Development Construction Cost Contingency	\$ 150,000.00	\$ 150,000.00	\$ 75,000.00
Total Project Cost w/ Contingency	\$ 4,494,890.87	\$ 5,113,616.96	\$ 4,099,973.80
			<i>Total all Contingency</i> \$ 150,000.00



PRELIMINARY
NOT FOR
CONSTRUCTION

Roof Truss Reinforcing

Cumberland Fire Station

Cumberland, ME

Scale: 1/4"=1'-0"

Date: 06/13/16

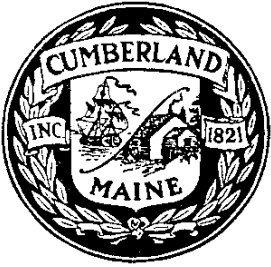
S-1

ITEM

16-147

To hold a Public Hearing to consider and act on acceptance of the
Central Fire Station Building Committee's final plan
recommendations for implementation:

- 1) To authorize contract with architect
- 2) To authorize construction management process
- 3) To authorize the Central Fire Station Building Committee
charge to continue



MEMORANDUM

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

To: Town Council
From: William R. Shane
Subject: 16-147 Final Building Committee Recommendations
Date: November 9, 2016

The Final pieces to improve forward with the Fire Station Addition, should you choose to accept the Building Committee's recommendation would be to:

1. **Authorize the Town Manager** to enter into a contract with Port City Architects for the addition to the Central Fire Station.

This cost is part of the \$4.1 Million dollar in bonds you issued in the previous item (\$360,000).

2. **Authorize the Town Manager** to work with the Building Committee to select a Construction Management firm to construct the new addition and to authorize the Town Manager to execute a contract with selected Construction Management firm.

This cost is part of the \$4.1 Million dollar in bonds you issued in the previous item and is typically a percentage of the total construction.

3. **Authorize the Building Committee to work** with the Construction Management Firm and Architect to deliver a project that can begin construction in the Spring of 2017.

All of the current Committee members have agreed to continue their appointment to the start of construction which I believe will be in late April 2017.

ITEM

16-148

To hold a Public Hearing to consider and act on amendments to
Article 8, Chapter 315-79 (Contract Zoning), Section 315 (Zoning
Ordinance) of the Cumberland Code, as recommended
by the Planning Board

Notice of Decision

Date: October 19, 2016

To: William Shane, Town Manager
Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

Re: *Recommendation to the Town Council for Amendments to Article 8, Chapter 315-79, (Contract Zoning) of the Cumberland Code - Section 315: Zoning Ordinance.*

This is to advise you that on October 18, 2016, the Planning Board voted to recommend to the Town Council the proposed amendments to Article 8, Chapter 315-79, (Contract Zoning) of the Cumberland Code - Section 315: Zoning Ordinance as presented with an amendment to remove the second to the last box on the flow chart because it is a duplicate.

Findings of Fact: **None**

Waivers granted: **None**

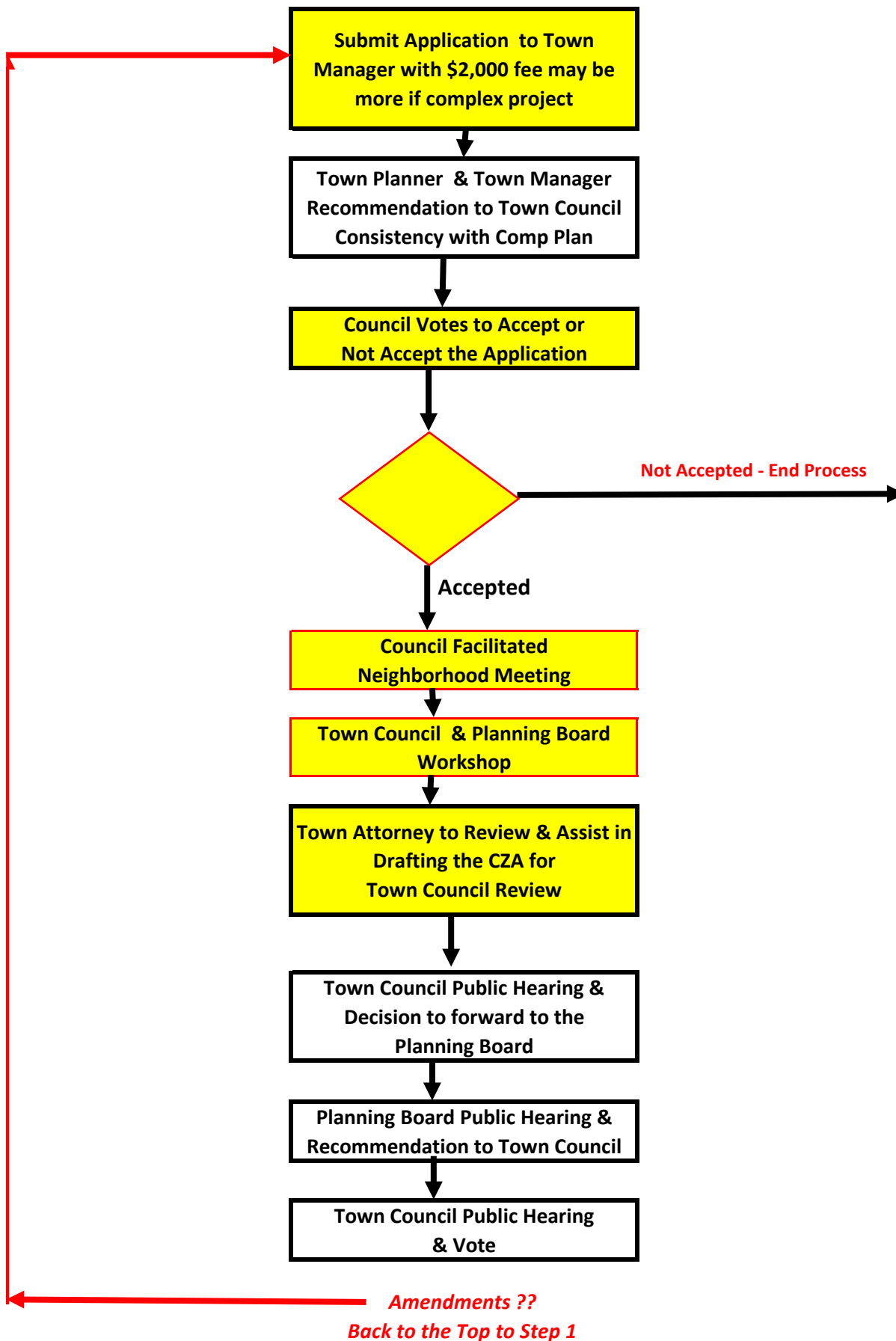
Waivers Denied: **None**

Standard Conditions of Approval

This approval is dependent upon and limited to the proposals and plans contained in the application and supporting documents submitted by the applicant. Any variation from the plans, proposals and supporting documents, except minor changes as so determined by the Town Planner which do not affect approval standards, is subject to review and approval of the Planning Board prior to implementation.

Cumberland Planning Board

Stephen Moriarty, Board Chair



Chapter 315. Zoning

Article VIII. Administrative Provisions

§ 315-79. Contract zoning.

In consideration of a request for change in zoning classification for a particular property or group of properties under the provisions of § **315-78**, the Town Council may impose certain conditions on the use of the property where it finds that such conditions are necessary to protect the public health, safety, and general welfare, and when the Town Council seeks to advance desired land use objectives consistent with the Comprehensive Plan.

A. Standards.

(1)

Any zone change adopted pursuant to this section shall be subject to a contractual agreement executed by authorized representatives of both the property owner and the Town providing for the implementation and enforcement of the conditions of the agreement.

(2)

The agreement shall only include conditions which relate to the physical development or operation of the property.

(3)

Any zone change permitted under this section shall be consistent with the Comprehensive Plan of the Town, with the existing uses in the zone, and with the other permitted uses in the zone.

(4)

The proposed contract zoning agreement shall clearly describe the extent of variation (if any) from the lot standards for the zone in which the parcel is located.

B. Conditions.

In considering the conditions for approving a zone change under these provisions, the Town Council may consider the following factors:

(1) Limitations on the number and type of permitted uses of the property.

(2) The height and lot coverage of any structure.

(3) The setback of any structure.

(4) The lot size standards.

(5) The hours of operation for the proposed use.

(6) The installation, operation and maintenance of physical improvements, such as parking lots, traffic control devices, fencing, shrubbery and screening.

(7) The creation of open space areas or buffer zones.

(8) The dedication of property for public purposes, such as streets, sidewalks, paths, trails, parks, utility systems, storm water management systems and conservation easements.

C. PROCEDURES.

(1) Application:

The Applicant shall submit a completed application form (See Appendix A) to the Town Manager along with the required application fee and a fee for review of the proposal by the Town Attorney and/or engineers. The amount of the review fee will be determined by the Town Manager and the fee shall be placed into an escrow account to be held by the Town.

(a) Town as Applicant: If the Town is the Applicant for a change in zoning classification for a particular property or a group of properties under the provisions of sec. 315-78, the application upon approval of the Town Council shall proceed in accordance with subparagraph (3) below.

(b) Other Applicants: Any Cumberland landowner or his/her authorized agent, or any person having a written agreement to purchase a particular property or group of properties in Cumberland from a Cumberland landowner, may apply for a change in zoning classification for that particular property or group of properties under the provisions of sec. 315-78.

The Applicant shall submit a completed application form (see Appendix A) to the Town Manager along with the required application fee and a fee for review of the proposal by the Town Attorney and/or Engineers. The amount of the review fee will be determined by the Town Manager and the fee shall be placed into an escrow account to be held by the Town.

(2) Staff Recommendation to the Town Council

The proposed application will be reviewed by the Town Manager and Town Planner, and any other staff as deemed necessary and appropriate by the Town Manager and Town Planner. The reviewing staff members will prepare a recommendation to be submitted to the Town Council as to whether or not to allow the application to continue according to the process outlined in this section. If the Town Council votes to accept the application and allow it to continue through the process, the application shall move to the next step outlined below. If the Town Council votes not to accept the application, it will not continue through the process and will not be considered further.

(3) Neighborhood Meeting

The Town as Applicant under subparagraph (1) above or on behalf of another Applicant as described in subparagraph (2) above shall invite all property owners within a 500-foot radius of the proposed project to a neighborhood meeting to be scheduled by the Town Council in a convenient location within the Town as determined by the Town Council. Such neighborhood meeting shall be open to all members of the public.

All property owners within a 500-foot radius of the proposed project shall be provided by the Town with a copy of the application submitted to the Town along with at least two graphics depicting the project, when applicable. The list of property owners' names and addresses shall be submitted to the Town Manager for confirmation that the list is correct.

The Town Council shall conduct the neighborhood meeting and shall keep a record of the meeting to include any questions raised by members of the public and a list of the attendees. The record of the neighborhood meeting shall be retained by the Town and shall be provided to the members of the Town Council and the Planning Board.

(4) Town Council Workshop with Planning Board:

Following the neighborhood meeting, the Town Council shall hold a workshop with the Planning Board to discuss the project. If time permits, as determined at the sole discretion of the Town Council, the public may be allowed to comment during the workshop as directed by the Council.

(5) Town Council Public Hearing to send to the Planning Board:

Following the workshop meeting with the Planning Board, the Town Council shall hear the updated request for a contract zoning proposal and decide whether to continue consideration of the proposal by referring the matter to the Planning Board for a Public Hearing and a recommendation. Town staff shall work with the Town Attorney to develop the documents necessary for the Town Council's review and approval to forward to the Planning Board.

(6) Planning Board Public Hearing and Recommendation to the Town Council:

In accordance with 30-A M.R.S.A. § 4352, Subsection 8, for contract rezoning, the Planning Board shall hold a public hearing and prior to it post a notice in the municipal office, publish it twice in the newspaper, and send it to the property owner and all abutters within a five-hundred-foot radius. The notice shall include a map of the property and all the proposed conditions of the rezoning.

The Planning Board shall review the proposed contract zoning application for conformance with the Town's Comprehensive Plan and land use goals and make a recommendation to the Town Council. This recommendation is advisory in nature; the Town Council may act independently of the recommendation of the Planning Board.

(7) Town Council Meeting and Public Hearing:

The Town Council shall hold a public hearing and, following any testimony, approve, modify or deny the contract zoning request. If the Town Council modifies the proposal by doing any one or more of the following, the proposal will need to be referred again to the Planning Board for a public hearing and recommendation to the Council:

- (a) Adds to the list of permitted uses.
- (b) Eliminates or makes less restrictive performance standards.
- (c) Reduces setback requirements.
- (d) Increases the density beyond that allowed in the zone.
- (e) Makes any other change or changes which substantially modify the proposed agreement that was presented to the Planning Board.

D. Term.

The term of the contract zoning agreement shall be set forth in the contract agreement. Any violation of the contract zoning agreement shall be considered a violation of this chapter and shall be subject to enforcement under the provisions of 30-A M.R.S.A. § 4452. The contract zoning agreement may include additional provisions concerning enforcement of specific provisions of the agreement.

E. Amendments.

Any and all amendments to any approved Contract Zoning Agreement shall follow the same procedure as the initial application.

CURRENT CZA ORDINANCE

§ 315-79 Contract zoning.

In consideration of a request for change in zoning classification for a particular property or group of properties under the provisions of § **315-78**, the Town Council may impose certain restrictions on the use of the property where it finds that such conditions are necessary to protect the public health, safety, and general welfare, and when the Town Council seeks to advance desired land use objectives not inconsistent with the Comprehensive Plan, and where such uses provide a public purpose or benefit.

A. Standards.

- (1) Any zone change adopted pursuant to this section shall be subject to a contractual agreement executed by authorized representatives of both the property owner and the Town providing for the implementation and enforcement of the conditions of the agreement.
- (2) The agreement shall only include conditions which relate to the physical development or operation of the property.
- (3) Any zone change permitted under this section shall be consistent with the Comprehensive Plan of the Town, with the existing uses in the zone, and with the other permitted uses in the zone.
- (4) The proposed contract zoning agreement shall clearly describe the extent of variation (if any) from the lot standards for the zone in which the parcel is located.

B. Conditions. In considering the conditions for approving a zone change under these provisions, the Town Council may consider the following factors:

- (1) Limitations of the number and type of permitted uses of the property.
- (2) The height and lot coverage of any structure.
- (3) The setback of any structure.
- (4) The lot standards.
- (5) The hours of operation for the proposed use.
- (6) The installation, operation and maintenance of physical improvements, such as parking lots, traffic control devices, fencing, shrubbery and screening.
- (7) The creation of open space areas or buffer zones.
- (8) The dedication of property for public purposes, such as streets, parks, utility systems, and conservation easements.

C. Notice requirements and procedures.

- (1) The Town Council shall hear the request for a contract zoning proposal and decide whether to continue consideration of the proposal by referring the matter to the Planning Board for an advisory recommendation.
- (2) In accordance with 30-A M.R.S.A. § 4352, Subsection 8, for contract rezoning, the Planning Board shall hold a public hearing and prior to it post a notice in the municipal office, publish it twice in the newspaper, and send it to the property owner and all abutters within a five-hundred-foot radius. The notice shall include a map of the property and all the proposed conditions and restrictions of the

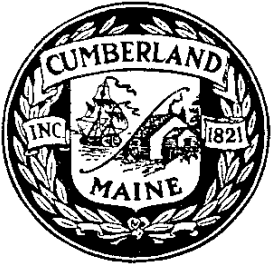
rezoning.

- (3) The Planning Board shall make a recommendation to the Town Council on the proposal and its conformance with the Town's Comprehensive Plan and land use goals. This recommendation is advisory in nature; the Town Council may act independently of the recommendation of the Planning Board.
- (4) The Town Council shall hold a public hearing and, following any testimony, approve, modify or deny the contract zoning request. If the Town Council modifies the proposal by doing any one or more of the following, the proposal will need to be referred again to the Planning Board for a public hearing and recommendation to the Council:
 - (a) Adds to the list of permitted uses.
 - (b) Eliminates or makes less restrictive performance standards.
 - (c) Reduces setback requirements.
 - (d) Increases the density beyond that allowed in the zone.
 - (e) Makes any other change or changes which substantially modify the proposed agreement that was presented to the Planning Board.
- (5) The term of the contract zoning agreement shall be set forth in the contract agreement. Any violation of the contract zoning agreement shall be considered a violation of this chapter and shall be subject to enforcement under the provisions of 30-A M.R.S.A. § 4452. The contract zoning agreement may

ITEM

16-149

To hold a Public Hearing to consider and act on adopting a moratorium ordinance regarding retail marijuana establishments and social clubs



MEMORANDUM

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

To: Town Council
From: William R. Shane
Subject: 16-149 Marijuana Moratorium
Date: November 9, 2016

With the possible passing of Question One the legalization of retail sales of marijuana may now become law. As the voters of Cumberland rejected this referendum 2788 – 2679 (51% - 49%), I would recommend retail sales be prohibited.

The prohibition will require ordinance language to be drafted and added to our codes. I recommend the Ordinance Committee work with Town Staff and the Town Attorney to develop language to prohibit the retail sales of marijuana as directed by the voters of Cumberland.

I would further recommend the attached moratorium of retail sales of marijuana be adopted for up to 180 days, so that the Ordinance Committee can address the issue.

I would recommend the abbreviated motion as follows:

NOW, THEREFORE, be it ordained by the Town Council of the Town of Cumberland, that the following Moratorium Ordinance on Retail Marijuana Establishments and Retail Marijuana Social Clubs be, and hereby is, enacted as attached to these minutes, and, in furtherance thereof, the Town Council does hereby declare a moratorium on the location, operation or licensing of any retail marijuana social clubs and any retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, within the Town.

**TOWN OF CUMBERLAND MORATORIUM
ORDINANCE ON RETAIL MARIJUANA ESTABLISHMENTS
AND RETAIL MARIJUANA SOCIAL CLUBS**

WHEREAS, a ballot initiative to legalize, regulate and tax marijuana for non-medicinal purposes known as the “Marijuana Legalization Act” proposed to be codified in the Maine Revised Statutes in Title 7, chapter 417, was approved by a State-wide referendum election on November 8, 2016; and

WHEREAS, the Act authorizes municipalities to regulate the number of retail marijuana stores and the location and operation of retail marijuana social clubs and retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, as those terms are defined in the Act, as well as the option to prohibit the operation of retail marijuana social clubs and retail marijuana establishments, including stores, cultivation facilities, manufacturing facilities and testing facilities within its jurisdiction; and

WHEREAS, the Act does not limit the privileges or rights afforded by the Maine Medical Use of Marijuana Act (22 M.R.S.A. §§ 2421 – 2430-B) to qualifying patients, primary caregivers, or registered dispensaries, including cultivation facilities;

WHEREAS, the Town’s current Code of Ordinances provides for regulations of medical marijuana cultivation facilities and dispensaries pursuant to the Maine Medical Use of Marijuana Act cited above, but does not include any regulations related to retail marijuana establishments or retail marijuana social clubs under the Act; and

WHEREAS, the unregulated location and operation of retail marijuana establishments and retail marijuana social clubs within the Town of Cumberland raises legitimate and substantial questions about the impact of such establishments and social clubs on the Town, including questions of the compatibility of retail marijuana establishments and social clubs with existing uses and development in residential, commercial and industrial zoning districts; the possible connection of retail marijuana establishments and social clubs with medical marijuana cultivation facilities and dispensaries; the potential adverse health and safety effects of retail marijuana establishments and social clubs on the community if not properly regulated; the possibility of illicit sale and use of marijuana and marijuana products to minors and misuse of marijuana and marijuana products by those who would abuse the uses authorized under the new law; potential criminal activity associated with the cultivation, manufacturing, sale and use of marijuana and marijuana products for non-medicinal purposes and the potential increased burden on the public safety agencies serving the

Town in responding to the same; and the adequacy of the Town's streets and infrastructure to accommodate the additional traffic and/or population that may result from the presence of retail marijuana establishments or social clubs; and

WHEREAS, the possible effect of the location and operation of retail marijuana establishments and/or retail marijuana social clubs within the Town has serious implications for the health, safety and welfare of the Town and its residents; and

WHEREAS, the Town needs time to review the Act and to review its own Code of Ordinances to determine the implications of future proposed retail marijuana establishments and/or social clubs to develop reasonable ordinances governing the location and operations of such establishments and social clubs to address the concerns cited above; and

WHEREAS, the Town, under its home rule authority, its police power generally, and under 30-A M.R.S.A., chapter 187, subchapter 3 ("land use regulation"), as provided by the Act, or as otherwise provided by current law, has the authority to impose reasonable restrictions, conditions, and limitations on such retail marijuana establishments and social clubs; and

WHEREAS, the Town Council, with the professional advice and assistance of the Town of Cumberland Police Department, the Planning Board and the Planning Department, shall study the Town's current Code of Ordinances to determine the land use and other regulatory implications of retail marijuana establishments and social clubs and consider what locations, if any, and conditions of approval, if any, might be appropriate for such uses; and

WHEREAS, the Town's current Code of Ordinances and other applicable local laws are not adequate to prevent serious public harm that could be caused by the development of retail marijuana establishments and social clubs and other uses authorized by the changes in law approved by the voters in the November 8, 2016 referendum election, thereby necessitating a moratorium; and

WHEREAS, a moratorium is necessary to prevent an overburdening of public facilities that is reasonably foreseeable as the result of retail marijuana establishments and social clubs and other uses authorized by the changes in law approved by the voters in the November 8, 2016 referendum election, being located in the Town; and

WHEREAS, it is anticipated that such a study, review, and development of recommended ordinance changes will take at least one hundred and eighty (180) days from the date the Town enacts this Moratorium Ordinance on Retail Marijuana Establishments and Retail Marijuana Social Clubs;

NOW, THEREFORE, be it ordained by the Town Council of the Town of Cumberland, that the following Moratorium Ordinance on Retail Marijuana Establishments and Retail Marijuana Social Clubs be, and hereby is, enacted, and, in furtherance thereof, the Town Council does hereby declare a moratorium on the location, operation or licensing of any retail marijuana social clubs and any retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, within the Town.

In addition, the Town Council does hereby declare a moratorium on the location, operation or licensing of any new medical marijuana cultivation facilities or dispensaries and the expansion of any existing medical marijuana cultivation facilities or dispensaries, as permitted under Section 315-59.1 of the Town's Zoning Ordinance, within the Town.

This Moratorium Ordinance shall take effect, once enacted by the Town Council, in accordance with the provisions of the Town Charter, but shall be applicable as of October 24, 2016, as expressly provided below. The moratorium shall remain in effect for one hundred and eighty (180) days from the date of applicability of this Ordinance, unless extended, repealed, or modified by the Town Council, for the express purpose of drafting an amendment or amendments to the Town's current Code of Ordinances to protect the public from health and safety risks including, but not limited to, compatibility of retail marijuana establishments and social clubs with existing and permitted uses in residential, commercial and industrial zoning districts; the correlation of retail marijuana establishments and social clubs with medical marijuana cultivation facilities and dispensaries; the potential adverse health and safety effects of retail marijuana establishments and social clubs on the community if not properly regulated; the possibility of illicit sale and use of marijuana and marijuana products to minors and misuse of marijuana and marijuana products by those who would abuse the uses authorized under the new law; criminal activity associated with the cultivation, manufacturing, sale and use of marijuana and marijuana products for non-medicinal purposes and the potential increased burden on the public safety agencies serving the Town in responding to the same; and the adequacy of the Town's streets and infrastructure to accommodate the additional traffic and/or population that may result from the presence of retail marijuana establishments or social clubs

BE IT FURTHER ORDAINED, that this Ordinance shall apply to retail marijuana social clubs and retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, as those terms are defined by the "Marijuana Legalization Act" to be codified at 7 M.R.S.A. §§ 2442 (36), (39), (40), that may be proposed to be located within the Town on or after the October 24, 2016 applicability date of this Ordinance; and

BE IT FURTHER ORDAINED, that notwithstanding the provisions of 1 M.R.S.A. § 302 or any other law to the contrary, this Ordinance, when enacted, shall govern any proposed retail marijuana establishments or social clubs for which an application for a building permit, Certificate of Occupancy, site plan or any other required approval has not been submitted to and granted final approval by the Code Enforcement Officer, Planning Board or other Town official or board prior to October 24, 2016, the applicability date of this Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a retail marijuana establishment or social club within the Town on or after the October 24, 2016 applicability date of this Ordinance without complying with whatever ordinance amendment or amendments the Town Council may enact as a result of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a new medical marijuana cultivation facility or dispensary or expand any existing medical marijuana cultivation facility or dispensary that may be currently permitted under Section 315-59.1 of the Town's Zoning Ordinance, within the Town on or after the October 24, 2016 applicability date of this Ordinance without complying with whatever ordinance amendment or amendments the Town Council may enact as a result of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a business that engages in retail or wholesale sales of products or merchandise for which the primary purpose is to prepare, cultivate, distribute or ingest marijuana or is of the kind that would be offered for sale or used at a retail marijuana social club or retail marijuana establishment, including, but not limited to, pipes, pipe screens, bongs, vaporizers, scales, rolling papers, hydroponic equipment and lights; and

BE IT FURTHER ORDAINED, that during the time this Moratorium Ordinance is in effect, no officer, official, employee, office, administrative board or agency of the Town shall accept, process, approve, deny, or in any other way act upon any application for a license, building permit, certificate of occupancy, special exception review, site plan review and/or any other permits or licenses related to a retail marijuana establishment, retail marijuana social club, a new medical marijuana cultivation facility or dispensary, or the expansion of an existing medical marijuana cultivation facility or dispensary; and

BE IT FURTHER ORDAINED, that those provisions of the Town's current Code of Ordinances that are inconsistent or conflicting with the provisions of this Ordinance, are hereby repealed to the extent that they are applicable for the duration of the moratorium hereby ordained, and as it may be extended as permitted by law, but not otherwise; and

BE IT FURTHER ORDAINED, that if retail marijuana establishments, retail marijuana social clubs, new medical marijuana cultivation facilities or dispensaries, or expansions of existing medical marijuana cultivation facilities or dispensaries are established in violation of this Ordinance, each day of any continuing violation shall constitute a separate violation of this Ordinance, and the Town shall be entitled to all rights available to it in law and equity, including, but not limited to, fines and penalties, injunctive relief, and its reasonable attorney's fees and costs in prosecuting any such violations; and

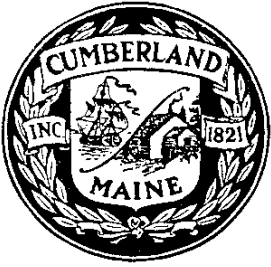
BE IT FURTHER ORDAINED, that should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

Applicability Date: October 24, 2016

ITEM

16-150

To consider and act on authorizing the Town Manager to execute a contract with A.H. Grover for snowplowing services

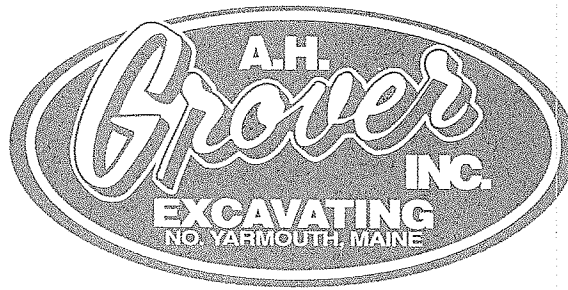


MEMORANDUM

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

To: Town Council
From: William R. Shane
Subject: 16-150 Snowplow Contract
Date: November 9, 2016

The Finance Committee met to review the contract proposal for the snowplow services from A.H. Grover. The contract is for 5 years and is identical to the prior 3 year contract. We have been very pleased with A.H Grover's work. This contract will include sanding and salting and will further lessen the demands on our snow fighting team



P.O. Box 307 • Cumberland Ctr., Maine 04021
TEL. 829-3373 • FAX 829-5502

September 16, 2016

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

Re: Hourly Plow Truck Quote for 2016 through 2021 Winter Plowing/Sanding

Dear Bill,

A.H. Grover, Inc. owns a 2008 International Plow Truck with a high speed front reversible blade, wing and sander body. This truck is set up very similar to the Town of Cumberland Trucks. I would not require a minimum per year but would ask that it be used on a regular basis. There would be a two percent increase each year to try and cover our operators overhead cost such as wage increases, health insurance and fuel increases. Below is a cost per calendar year for this truck with operator. The truck can be inspected at our shop at 82 Doughty Road in North Yarmouth. If you need any further information, please contact me directly.

2016/2017	\$200.00 per hour
2017/2018	\$204.00 per hour
2018/2019	\$208.00 per hour
2019/2020	\$212.00 per hour
2020/2021	\$216.00 per hour

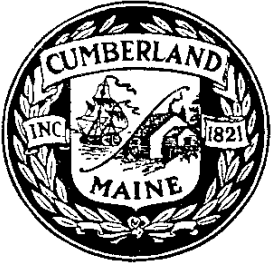
Sincerely,

Benjamin C. Grover
Vice President
A.H. Grover, Inc.

ITEM

16-151

To consider and act on sending to the Planning Board for a Public Hearing and recommendation, amendments to the Sign Ordinance to allow LED Signs in the Town Center District (TCD) and to add the school property to the Town Center District



MEMORANDUM

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

To: Town Council
From: William R. Shane
Subject: 16-151 LED SIGNS
Date: November 9, 2016

The Ordinance Committee has worked diligently on a new sign ordinance to include LED signs. The directive by the Town Council was to develop language to be inclusive of LED's. Previously, the sign ordinances prohibited internally illuminated signs everywhere in Town.

Due to a recent Supreme Court case, LED signs and "Freedom of Speech" arguments have been closely scrutinized. "Content Based" discrimination has become the new challenge to all sign related ordinance work.

The Ordinance Committee and Town Attorney have developed a plan to allow LED signs in the TCD with the following restrictions:

Size: 3' X 5'
Hours: 7:00 a.m. to 10:00 p.m.
Illumination: Specific number of units of illumination.
Prohibitions: Flashing signs and number of times a message can change.
Color: Black & white only

The schools are recommended to be added to the TCD with their current MDR setbacks. While the Town Center District (TCD) is a mixed use district with businesses and homes the challenge has been to not "over" commercialize Main Street. The compromises of sign size, illumination, hours of use and color will hopefully achieve a better fit for all of Main Street.

The next steps would be to send all of this to the Planning Board for a Public Hearing and recommendation.

You would be asking to:

- 1) Add LED signs to the TCD
- 2) Update the Sign Ordinance
- 3) Add the MSAD 51 properties to the TCD with their current MDR setbacks.

This is a significant amount of work and I would expect may require multiple meetings. I anticipate the process could begin in December and then return to you sometime early in 2017. Staff and the Ordinance Committee continues to work with the Town Attorney to insure the new language is not in conflict with the new state laws regarding signs.

Chapter 315. Zoning
Article VI. General Regulations
§ 315-63. Signs.

A. Purpose.

It is the intent of these regulations to provide for attractive, coordinated, informative, and efficient signs with the express purpose of protecting property values, enhancing the physical appearance of the Town, and providing for public safety.

B. Definitions.

(1) Athletic Field Sign: A one-sided sign that is placed on a fence that fully or partially surrounds an athletic field.

(2) Advertising Sign: A sign that has its purpose to promote, advertise, or sell a product or service obtainable on the premises upon which the sign is located, and not to identify the premises.

(3) Abandoned Sign: Any sign that advertises a business, lessor, owner, product, service, or activity that is no longer located on the premises where the sign is displayed.

(4) Business Directional Sign: An off-site sign which provides direction to a business location.

(5) Canopy Sign: Any sign that is a part of or attached to an awning, canopy or other fabric, plastic or structural protective cover over a door, entrance or window.

(6) Civic Event Sign: A temporary sign, other than a commercial sign, posted to advertise a civic event sponsored by a public agency.

(7) Changeable Copy Sign: A non-digital sign with characters, numerals or letters that can be changed or rearranged without altering the face of the surface of the sign.

(8) Contractors Sign: A temporary sign placed by a contractor to advertise the work done on the property.

(9) Development Identification Sign: An on-site sign identifying, by logo, trademark, symbol, address, name or any combination thereof, of a building, premises or property, for example a subdivision or a shopping center.

(10) Electronic Message Center Sign: A form of a changeable copy sign that can be electronically or mechanically changed by remote or automatic means.

(11) Entity: An organization or being that possesses separate existence for tax purposes. Examples would be corporations, churches or not for profit organizations.

Commented [ACT1]: Definitions already in Section 315-4.
Keep there and amend as needed or remove from there and reference here?

(12) Freestanding Sign: Any non-moveable sign not attached to a building. This can be a sign with only the name of one entity or a kiosk type sign showing multiple entities one the parcel.

(13) Home Occupation Sign: A sign containing only the name and occupation of a permitted home occupation. This sign shall be no larger than 4 square feet in size and shall be designed and placed to be least visible to other property owners.

(14) Identification Sign: A sign indicating the location of, or direction to, a separate function performed within one portion of that building. Examples include: “entrance”, “exit”, etc.

(15) Illumination: A source of light for a sign that is external or internal to the sign.

(16) Internal Illumination: A sign designed to give forth artificial light through transparent or translucent material from a source of light within the sign.

(17) Indirect Illumination: A sign whose light source is external to the sign and which casts light onto the sign from some distance.

(18) Kiosk Sign: A sign or group of signs attached to a building or freestanding which identifies the business, owner, address, or occupation of a group of businesses, but contains no advertising.

(19) LED Signs: LED stands for Light Emitting Diodes. It is a form of an internally illuminated sign allowing for intense surface brightness and motion.

(20) Non-Conforming Sign: A sign lawfully existing at the time of adoption, revision, or amendment of the ordinance which no longer conforms to the zoning standards because of said revision or amendment.

(21) Portable Sign: A sign that is not permanently affixed to a structure or the ground or designed to be transported. “Portable signs” may include but are not limited to signs designed to be transported by wheels; signs with A or T-frames, menu and sandwich boards, balloons or other inflated devices used as signs.

(22) Projecting Sign: An outdoor sign which is attached to a wall at an angle. Projecting signs must clear the ground by at least eight (8) feet and contain advertising for no more than two activities or businesses.

(23) Public Way: Any way designed for vehicular or pedestrian use and is maintained with public funds.

(24) Real Estate Sign, Off-Site: A readily removable sign announcing the proposed sale or rental of property other than the property upon which the sign is located and providing directions to the subject property.

(25) Real Estate Sign, On-Site: A sign announcing the sale or rental of the property upon which the sign is located.

(26) Sandwich Board Sign: A moveable sign not secured or attached to the ground or surface upon which it is located, typically constructed in such a manner as to form an “A” or tent-like shape, hinged or not hinged at the top. Sign shall not exceed 2’ wide by 4’ long and shall be removed at closing time. Sign shall not obstruct a public roadway or walkway.

(27) Sign Setback: The closest distance a back from the road right of way that a sign may be located.

(28) Sign: A communication device, structure, or fixture that incorporates graphics, symbols, or written copy intended to promote the sale of a product, commodity, or service or to provide direction or identification for a premises or facility.

(29) Sign Area: The area of the square, rectangle, triangle, circle or combination thereof, which encompasses the facing of a sign, including copy, insignia, background and borders. The structural support of a sign is to be excluded in determining the sign area. Where a supporting structure bears more than one sign, all such signs on the structure shall be considered as one sign, and so measured. The area of one face of a two-sided sign shall be considered in determining the total area of the sign.

(30) Signage Plan: A graphic representation showing a comprehensive detailed presentation of all signage proposed for a particular lot or lots.

(31) Subdivision Sign: A freestanding sign, illuminated or non-illuminated, located at the entrance to a residential subdivision, which gives the name of the subdivision and logo, if any. A subdivision sign may have two faces back-to-back or, if integrated as part of landscaping or solid structural features, may be two signs, each constructed at either side of the entrance into the subdivision.

(32) Suspended Sign: A sign that is suspended, parallel, or perpendicular from a building wall, roof, façade, canopy, marquee, or porch by means of brackets, hooks, or chains and the like.

(33) Temporary Sign: A non-illuminated freestanding sign, erected on a temporary basis not to exceed 14 days.

Commented [ACT2]: Why would we have two categories of temporary signs? This will get confusing.

(34) Temporary Off-Premise Noncommercial Sign: A sign bearing a noncommercial message that has been placed within the public right-of-way for a limited period of time, not to exceed six weeks per calendar year.

Commented [ACT3]: This definition matches state law – which does not include any reference to illumination.

(35) Third-Party Sign: Any sign identifying an enterprise and/or including a sponsoring advertisement such as Coca-Cola.

(36) Wall Sign: An outdoor sign which is attached flat to, painted on, or pinned away from a building or wall or part thereof, and does not project more than 18" from the wall.

(37) Window Sign: A sign affixed to the interior or exterior of a window or placed immediately behind a window pane so as to attract the attention of persons outside the building.

CA. Application process, permits and fees.

(1) A person who wishes to erect or ~~have erected~~ display a sign within the Town shall make application on a prescribed application form and submit the same to the Town ~~office-Planner~~ for each location where a sign is desired. A fee as established by ~~order of~~ the Town Council in Chapter 84 of the Cumberland Code per sign shall be submitted with each application, except as indicated in Subsections ~~DB(1) and E.~~ Each application shall include, at a minimum, information regarding the dimensions, materials, colors, lighting, and method of mounting for the proposed sign.

(2) The ~~Code Enforcement Officer and~~ Town Planner shall ~~either approve or deny~~ the application within ~~two weeks~~ eight (8) working days of receipt of submission. ~~If it meets the requirements of this section; otherwise the application shall be denied, reasons for the denial shall be provided to the applicant. with a statement of the reason given.~~

(3) Any person aggrieved by the decision of the Town Planner regarding an application may appeal to the Planning Board of Adjustment and Appeals, which shall consider said appeal within 30 days or at its next regularly scheduled meeting, whichever event occurs later, and the decision of the Planning Board of Adjustment and Appeals shall be final.

(4) No sign or outdoor display structure shall be erected, attached, suspended or altered until a permit has been issued to the person or owner in control of the sign.

Commented [ACT4]: Do you want to define this and apply this ordinance to it or just delete?

DB. General regulations ~~Applicability and Exemptions.~~

(1) The provisions of this section shall apply to all new and replacement, temporary and permanent signs proposed for erection or display in the Town of Cumberland with the following exceptions: ~~No sign or outdoor display structure shall be erected, attached, suspended or altered until a permit has been issued by the Code Enforcement Officer to the person or owner in control of the sign.~~

Commented [ACT5]: Are the following signs totally exempt from this ordinance? Previously, they were exempt from permit requirements only and this seems to be suggesting the whole ordinance.

(a) This section does not apply to:

[1] Signs for the sale or lease of a ~~single family~~private residence.
[2] ~~Temporary or permanent State~~ or municipal signs displayed for purposes of information regarding civic events.
[3] Historical designation signs approved by the Cumberland Historical Society or the Maine State Historic Preservation Commission.
~~[4] Contractors' signs.~~
[54] On-Premises Signs noticing an event to be held at the Cumberland Fairgrounds that are displayed for no more than ten days- per event ~~related to activities at the fairgrounds posted for seven days or less.~~
[65] Signs which relate ~~ing to or~~ controlling the use of private property (e.g., no trespass signs) ~~and which are not visible from a public way.~~
~~[7] Signs which are not visible from a public way.~~
[86] Signs for private or group ~~associated with one day sales such as yard/garage/tag sales that are displayed for no more than three days~~ per sale and no more than times per year.

Commented [ACT6]: Add schools?

Commented [ACT7]: Did you meant to delete this? Do you intend for all contractor's signs to get permits now?

Commented [ACT8]: These are often posted at the entrance to a property – this doesn't seem like a reasonable requirement.

(b) Except as otherwise provided in this section, a temporary sign is one that is erected for 14 days or less.

(2) Signs advertising the sale of agricultural products are allowed as permitted by 23 M.R.S.A. § 1913-A, Subsection 2G, as amended from time to time.^[2]

E. Prohibited Sign Types.

(1) The following types of signs shall be prohibited:

- a) Wind Activated Signs
- b) Helium or Inflated Signs.
- c) Streamers or Banner Signs
- d) Window Signs
- e) Billboards
- f) Any sign located within a public right of way, except as otherwise permitted by Maine law or this ordinance.
- g) Roof Mounted Façade Signs

(2) Authorized Town Personnel have the authority to immediately remove any sign that is in violation of this Section.

F. Existing Non-Conforming Signs.

~~(31) A non-conforming signs lawfully existing at the time of adoption of this section or subsequent amendment may continue, but may not be altered, rebuilt or relocated on the same premises. Normal maintenance and repairs are permitted.~~

Commented [ACT9]: As of when?

~~(42) A non-conforming sign damaged or destroyed by accident or act of God may be replaced with a within a one year period following the damage or destruction, provided that a duly issued permit has been obtained. The replacement sign shall replicate or be~~

Commented [ACT10]: Proposed "shall" – we don't need to require them to replace a sign if they choose not to.

~~less noneconforming than the original~~ that meets the standards of this section at the time of destruction, provided that a duly issued permit has been obtained.

(53) Nonconforming signs located within the public right-of-way shall not be permitted to be altered or relocated within the public right-of-way and must be relocated to an area outside the public right-of-way within 30 days of notification by the Code Enforcement Officer that a violation exists.

(6) No sign, whether new or existing, shall be permitted that causes a sight, traffic, health or welfare hazard or results in a nuisance due to illumination, placement, display, or manner of construction.

G. General Regulations.

(1) Maintenance and Location.

(a) Signs must be kept clean, neatly painted and free from all hazards such as, but not limited to, faulty wiring and loose fastenings, and must be maintained at all times in such safe conditions so as not to be detrimental to the public health or safety or to the physical appearance or scenic or natural beauty of the community, or constitute a distraction or obstruction that may contribute to traffic accidents. Whenever a sign shall become structurally unsafe or endanger the safety of a building or the public, the ~~Building Inspector~~ Code Enforcement Officer shall order such sign to be made safe or removed. Such order shall be complied with within 10 days of the receipt thereof by the person owning or using the sign, or by the owners of the building or premises on which such sign is affixed or erected.

(b) Any sign which no longer advertises, identifies or pertains to a bonafide business conducted, product sold, ~~an activity being conducted, or public notice no longer in existence~~ shall be taken down and removed by the owner, agent or person having the beneficial use of the building or premises upon which such ~~of the sign may be found or the property or person otherwise responsible within a period of 14 -30 days following from the date~~ time the activity has ceaseds existence. This provision does not apply to seasonal activities during the regular periods in which they are closed.

(c) No sign, whether new or existing, shall be permitted that causes a sight, traffic, health or welfare hazard or results in a nuisance due to illumination, placement, display, or manner of construction.

(d) No advertising or identification sign, whether permanent or temporary, shall be erected on any premises other than the premises where the activity to which the sign pertains is located.

(2) Number of Signs.

Commented [ACT11]: This was originally intended to grandfather nonconforming signs – but the new language seems to suggest the opposite. There is already a provision for removal for non-compliance (Section N). Not sure what this is getting at.

Up to two (2) signs per business may be displayed on any lot in the Office Commercial (OC – North and OC – South), Rural Industrial, Village Center Commercial, Village Office Commercial (VOC 1 and VOC 2) and Industrial zones. One sign may be located at the entrance and another sign on the building. If two signs per business are proposed, one of the two signs shall not exceed 50% of the allowable sign size for the district in which it is located. Advertising signs in all other zones are prohibited except for signs advertising the sale or lease of real estate and except as may be specifically provided for by the Board of Adjustment and Appeals in its granting of a use and of a corresponding temporary advertising sign by special exception. Such specific provisions shall not violate the intent and purpose of this section.

Commented [ACT12]: Not sure what this means.

(3) Dimensional Standards.

(a) No individual sign shall contain more than 25 square feet, except in the Highway Commercial (HC), Village Center Commercial (VCC), Mixed-Use (MUZ), Office Commercial South (OC-S), Office Commercial North (OC-N), Village Office Commercial I (VOC I), Village Office Commercial II (VOC II), Village Mixed-Use (V-MUZ), Industrial (I) and Rural Industrial (RI) Districts where no individual sign shall exceed 30 square feet.

(b) Sign area shall be measured as the rectangular area enclosing all elements of the sign.

(c) No individual sign shall have a height greater than 20 feet above the ground level of land upon which it is located and as may be measured from the highest point on the sign.

(d) Signs attached to a principal structure shall not extend above the roofline or the parapet.

(e) No sign, except business directional signs, shall be closer than 15 feet to any lot line or five feet to the edge of any public way, as may be determined by a lawful authority, or otherwise encroach over in the airspace of any public right-of-way.

(f) Sign setbacks shall be measured from the closest projecting edge of the sign. Portions of a sign structure may project no more than two (2) feet from the edge of the sign area.

(4) Freestanding Signs.

(a) Freestanding signs shall have no more than two faces. If the two faces are not back-to-back, the angle of separation between the two faces shall be less than 45 degrees. If the angle is 45 degrees or greater, the sign shall be considered as two separate signs and shall be approved only if the site qualifies for two signs.

The back of freestanding signs with only one face used for signing area shall be a single color.

(b) The top of freestanding signs shall not exceed the height limit of principal structures in the zone where located or 20 feet, whichever is less.

(c) The area surrounding freestanding signs shall be kept neat, clean, and landscaped.

(d) Freestanding signs shall be designed to complement the architecture of the associated building.

(5) Route One, Route 100, TCD.

(a) Signs that are located in the Town Center District (TCD), or along the Route 1 or Route 100 Corridors are subject to the design guidelines standards found in Chapter 315 of the Cumberland Code. Refer to the documents for those districts for specific standards.

H. Specific Sign Types.

(1) Electronic Message Center (EMC) Signs.

Electronic Message Center Signs shall be permitted in the TCD only; however residential uses in all zones, including the TCD, are prohibited from displaying EMC signs. No more than one EMC will be allowed per lot.

A special permit is required. This permit will state the requirements for use of an electronic message sign as listed below.

(a) EMC Sign Requirements:

1. Electronic Message Center (EMC) signs shall be limited to alpha-numeric text only. No symbols, figures, pictures or mages may be displayed.

2. The sign shall show only one fixed message at a time.

3. The sign may not change messages more frequently than once every 20 minutes.

4. When the message changes it must be done as quickly as technology permits.

5. There shall be no flashing, revolving, animation effects, lights of changing degree and intensity or lights or lighting effects that cause glare.

6. No phasing, rolling, scrolling, flashing or blending is allowed when the message is changed.

7. The sign shall have only white alpha-numeric characters with conventional fonts on a black background with no other colors or graphics allowed. Font size shall not exceed 12 pitch so as to simulate a traditional painted sign.

8. A digital sign must have installed an ambient light monitor, which shall continuously monitor and automatically adjust the brightness level of the display based on ambient light conditions consistent with the terms of this article

9. The maximum brightness levels for digital signs shall not exceed .2 (two tenths) foot-candles over ambient light levels measured within 150 feet of the source, consistent with the terms of this section. Certification must be provided to the Town demonstrating that the sign has been preset to automatically adjust the brightness to these levels or lower. Re-inspection and recalibration may be periodically required by the Township in its reasonable discretion, at the permittee's expense, to ensure that the specified brightness levels are maintained at all times.

Brightness of digital signs shall be measured as follows:

At least 30 minutes following sunset, a foot candle meter shall be used to obtain an ambient light reading for the location. This is done while the sign is off or displaying black copy. The reading shall be made with the meter aimed directly at the sign area at the pre-set location.

The sign shall then be turned on to full white copy to take another reading with the meter at the same location.

If the difference between the readings is 0.2 foot candles or less, the brightness is properly adjusted.

10. No colored lights are permitted. Only white lights on a black background are permitted.

11. DPI (Dot Pixel Size?) TBD

12. The sign shall be turned off completely between the hours of 9:00 p.m. and 7:00 a.m.

13. 3' x 5'

14. Signs must be encased by a wood or wood-like material that reflects the architecture of the building.

15. No portable electronic message (LED) signs are permitted.

Commented [ACT13]: What about this provision: Electronic **Temporary Sign**: A non-illuminated freestanding sign, erected on a temporary basis not to exceed 14 days.

(2) Changeable Copy Signs.

A sign on which the message automatically changes shall be considered an animated sign or Electronic Message Center and not a changeable copy sign.

Commented [ACT14]: There is already a definition of this, it doesn't need to be restated here. Are there other specific regulations you want to include for these types of signs?

(3) Motor Vehicle Signs.

Registered and inspected motor vehicles, including, but not limited to, trucks, buses, vans, automobiles and tractors, may display categorical signs without a permit provided that such signs do not extend beyond the height, width or length of the vehicle, are not parked or placed continuously in the same location and are not otherwise intended to circumvent this ordinance or state law, 23 M.R.S.A. c. 21.

(4) Home Occupation Signs.

~~(a) (7) In any district, a H~~home occupation signs shall be permitted in all districts but may not exceed ~~ing~~ four (4) square feet in surface area and shall be placed on the structure in which the home occupation is located. The sign may only include ~~is permitted which announces~~ the name, address, and type of profession or home occupation of the occupant(s) of the premises on which said sign is located, except that in the Rural Industrial District (RI), Village Center Commercial District (VCC), Village Medium Density Residential District (VMDR) and Village Mixed Use Zone (VMUZ) the home occupation sign shall not exceed 12 square feet.

(5) Athletic Field Signs.

~~(8a)~~ Signs may be installed on the fences of all athletic fields, subject to the following:

~~(a1)~~ Individual signs are to be no more than four (4') feet by ~~eight-five (5')~~ feet.

~~(b2)~~ Text and graphics shall be on only one side of the sign, and the signs shall be installed so the text and graphics face in toward the field.

(3) All signs must be removed at the end of the sport's season for which the athletic field is designated.

(6) Temporary Off-Premise Noncommercial Signs.

Temporary off-premise noncommercial signs located in the public right-of-way shall comply with the requirements of 23 MRSA ss 1913-A (1)(L). No such sign shall be located within five (5) feet of the traveled portion of the right-of-way or within 30 feet of another temporary sign bearing the same or substantially the same message. A temporary off-premise noncommercial sign may not exceed 4 feet by 8 feet in size. A sign under this subsection must be labeled with the name and address of the individual, entity or organization that placed the sign within the public right-of-way and the designated time period the sign will be maintained within the public right-of-way. Temporary off-premise noncommercial signs may be placed within the public right-of-way for no more than six (6) weeks per calendar year.

(7) ~~F. Business D~~irectional Signs.

(a) Purpose. This subsection regulates and restricts business directional signs within the Town in order to promote the safety and well-being of the users of the public ways, reduce distractions, and preserve the natural beauty and other aesthetic features of the Town.

(4b) Location.

(a) Business directional signs ~~may~~ shall be located within the highway right-of-way, subject to Maine Department of Transportation (DOT) placement approval, only on approaches to the Town intersections of:

- [4i] U.S. Route 1 at Tuttle Road;
- [2ii] Tuttle Road at Middle Road;
- [3iii] Route 9 at Winn Road;
- [4iv] Route 9 at Tuttle and Blanchard Roads;
- [5v] Route 9 at Greely Road;
- [6vi] Skillin/Blackstrap Roads at Routes 26 and 100;
- [7vii] Blanchard Road at Skillin Road;
- [8viii] Route 100 at Range Road; ~~and~~
- [9ix] Middle Road at Greely Road;
- [x] Route 88 and Tuttle Road;
- [xi] Route 100 and Blackstrap;

(3c) Standards. ~~Business d~~irectional signs erected or in place after the effective date of this subsection shall meet the following specifications:

(a) Size: 48 inches long by 12 inches wide.

(b) Lettering: 3 1/2 inches.

Commented [ACT15]: Do you want to just reference the DOT specifications here? They are slightly different than what is here and are subject to change.

(e3) Signboard: one-half-inch plywood overlay.

(d4) Post: four inches by six inches, painted green.

(e5) Color: background color shall be blue (highway blue, color tolerance charts PR Color No. 3). The background sign legend and border of all signs shall be reflectorized with reflective sheeting to show the same shape and color for both day and night. Edges and backs of signboards shall be sealed and painted. Reflectorized legend and border shall meet the requirements of Federal Specifications LS-300R.

(f6) Style: all lettering used in the name of the business, including the directional legend and mileage, shall be 8 helvetica medium lowercase lettering with initial uppercase.

(g7) Legend: directional legend shall be located on the left or right edge of the sign depending upon the direction of the turn required. The distance in miles from the intersection shall be shown below the directional arrow.

(h8) Signs shall meet all applicable Department of Transportation guidelines.

(b9) Directional signs shall be located within 1,000 feet of the intersection where a change in direction is required, and there shall be no more than three signs per post assembly, with only one post assembly per intersection approach. Businesses must be located within five miles of the intersection sign, and businesses may be eligible for no greater than four signs within the Town.

(5d) Maintenance.

(a1) All signs shall be furnished by the business owner or applicant and shall be installed by the DOT at approved locations on approved signposts furnished by the DOT, which shall thereafter maintain the sign support.

(b2) Signboards which are lost, stolen, defaced, or damaged shall be replaced by the owner for reinstallation by the DOT.

(c3) Businesses with signs which are no longer applicable due to business name or location changes, or other reasons, shall notify the DOT within 30 days of such change to have the sign removed. An owner failing to properly maintain a sign may subject the sign to removal by the DOT.

(17) Signs attached to a principal structure shall not extend above the roofline or the parapet.

(18) No sign, except business directional signs, shall be closer than 15 feet to any lot line or five feet to the edge of any public way, as may be determined by a lawful authority, or otherwise encroach over in the airspace of any public right of way.

(19) No advertising or identification sign, whether permanent or temporary, shall be erected on any premises other than the premises where the activity to which the sign pertains is located.^[3]

(20) Freestanding signs shall be designed to complement the architecture of the associated building.

¶I. Lighting Standards.

(1) A sign may be illuminated, provided that it identifies the premises on which it is displayed. An illuminated sign may be displayed in all commercial and industrial districts, provided that it does not emit a glare beyond the premises upon which it is located. All other illuminated signs may only be lighted during the daylight hours or those hours during which the premises may be opened to the public. Illuminated signs, other than those for emergency service providers, may only be lighted during the hours of operation of the business for which the sign is advertising, and may not be lit between the hours of 10:00 p.m. to 7:00 a.m. This provision applies whether the illumination is external to the sign or internal as in Electronic Message Center (EMC) Signs. Illuminated signs for entities that are open on an intermittent basis may only be lit during the time the entity is open.

Commented [ACT16]: This isn't really clear.

Commented [ACT17]: Would be better to specify which ones.

Commented [ACT18]: All other than what?

Commented [ACT19]: This is inconsistent with the provision in the EMC section above.

(2) In all districts the source of light of an illuminated sign shall be shielded or concealed. Lighting fixtures should be located, aimed, and shielded such that light is only directed onto the surface of the sign. Wherever possible, fixtures should be mounted above the sign and be aimed downward to prevent illumination of the sky.

(3) Colored lights are not permitted for any illuminated sign.

(1) The number of permanent or temporary identification signs which may be displayed on any lot in any zone must not exceed two.

(2) The number of permanent or temporary advertising signs which may be displayed on any lot only in a commercial, business, or industrial zone must not exceed four. Advertising signs in all other zones are prohibited except for signs advertising the sale or lease of real estate and except as may be specifically provided for by the Board of Adjustment and Appeals in its granting of a use and of a corresponding temporary advertising sign by special exception. Such specific provisions shall not violate the intent and purpose of this section.

(3) No individual sign shall contain more than 25 square feet, except in the Highway Commercial (HC), Village Center Commercial (VCC), Mixed Use (MUZ), Office Commercial

South (OC-S), Office Commercial North (OC-N), Village Office Commercial I (VOC-I), Village Office Commercial II (VOC-II), Village Mixed Use (V-MUZ), Industrial (I) and Rural Industrial (RI) Districts where no individual sign shall exceed 40 square feet.

(4) No individual sign shall have a height greater than 25 feet above the ground level of land upon which it is located and as may be measured from the highest point on the sign.

(5) The top of freestanding signs shall not exceed the height limit of principal structures in the zone where located or 25 feet, whichever is less.

(6) The area surrounding freestanding signs shall be kept neat, clean, and landscaped.

~~(9) No sign shall be painted upon or otherwise directly affixed to any rock, ledge, or other natural feature except for signs reading "No Trespassing" or "No Hunting" or other signs of similar import relating to controlling the use of private property.~~

~~(10) No sign shall be erected at any location where, by reason of position, shape, wording or color, it interferes with or obstructs the view of pedestrian or vehicular traffic or which may be confused with any other traffic sign, signal, or device.~~

~~(11) Permanent signs, other than municipal or state directional signs in accordance with Subsection D, shall not be erected within the right-of-way of any street or approved sight easements, nor shall any sign, including temporary signs, be located so as to constitute a traffic hazard.~~

~~(12) All signs and their supporting structures shall be properly maintained to prevent rust, rot, peeling, or similar deterioration.~~

~~(13) Whenever a sign shall become structurally unsafe or endanger the safety of a building or the public, the Building Inspector shall order such sign to be made safe or removed. Such order shall be complied with within 10 days of the receipt thereof by the person owning or using the sign, or by the owners of the building or premises on which such sign is affixed or erected.~~

~~(14) Any sign which advertises, identifies or pertains to an activity no longer in existence shall be removed by the owner of the sign or the property or person otherwise responsible within 30 days from the time the activity ceases existence. This provision does not apply to seasonal activities during the regular periods in which they are closed.~~

~~(15) No sign shall have visible moving parts or have blinding, moving or glaring illumination or consist of banners, pennants, ribbons, streamers or similar devices.~~

~~(16) No animated, flashing, apparently moving, or portable signs shall be permitted.~~

~~(17) Signs attached to a principal structure shall not extend above the roofline or the parapet.~~

~~(18) No sign, except business directional signs, shall be closer than 15 feet to any lot line or five feet to the edge of any public way, as may be determined by a lawful authority, or otherwise encroach over in the airspace of any public right of way.~~

~~(19) No advertising or identification sign, whether permanent or temporary, shall be erected on any premises other than the premises where the activity to which the sign pertains is located.^[2]~~

~~(20) Freestanding signs shall be designed to complement the architecture of the associated building.~~

~~C. Lighting.~~

~~(1) A sign may be illuminated, provided that it identifies the premises on which it is displayed. An illuminated sign may be displayed in all commercial and industrial districts, provided that it does not emit a glare beyond the premises upon which it is located. All other illuminated signs may only be lighted during the daylight hours or those hours during which the premises may be opened to the public.~~

~~(2) In all districts the source of light of an illuminated sign shall be shielded or concealed. Lighting fixtures should be located, aimed, and shielded such that light is only directed onto the surface of the sign. Wherever possible, fixtures should be mounted above the sign and be aimed downward to prevent illumination of the sky.~~

~~D. Standards.~~

~~(1) The number of permanent or temporary identification signs which may be displayed on any lot in any zone must not exceed two.~~

~~(2) The number of permanent or temporary advertising signs which may be displayed on any lot only in a commercial, business, or industrial zone must not exceed four. Advertising signs in all other zones are prohibited except for signs advertising the sale or lease of real estate and except as may be specifically provided for by the Board of Adjustment and Appeals in its granting of a use and of a corresponding temporary advertising sign by special exception. Such specific provisions shall not violate the intent and purpose of this section.~~

~~(3) No individual sign shall contain more than 25 square feet, except in the Highway Commercial (HC), Village Center Commercial (VCC), Mixed Use (MUZ), Office Commercial South (OC-S), Office Commercial North (OC-N), Village Office Commercial I (VOC-I), Village Office Commercial II (VOC-II), Village Mixed Use (V-MUZ), Industrial (I) and Rural Industrial (RI) Districts where no individual sign shall exceed 40 square feet.~~

~~(4) No individual sign shall have a height greater than 25 feet above the ground level of land upon which it is located and as may be measured from the highest point on the sign.~~

~~(5) The top of freestanding signs shall not exceed the height limit of principal structures in the zone where located or 25 feet, whichever is less.~~

~~(6) The area surrounding freestanding signs shall be kept neat, clean, and landscaped.~~

~~(7) A temporary sign used to provide directional instructions to a single-family residence that is for sale or lease shall not exceed four square feet in size, shall be limited to three in number at any one time relative to a single house, and shall be so located as not to interfere with traffic or otherwise cause a public nuisance.~~

~~(8) Temporary signs for the sale of real estate other than a single-family residence shall not exceed 25 square feet in area, and a renewal permit shall be required after the expiration of the first six months that such a sign is posted; such renewal permit shall be valid for up to six months.~~

~~E. Temporary political campaign signs may be erected in any zone under the following terms and conditions:~~

~~(1) A resident of Cumberland may erect temporary political campaign signs within the right-of-way of a Town or state public way directly abutting the resident's property without obtaining a permit from the Town. Temporary political campaign signs must not individually exceed 16 square feet in size.~~

~~(a) No temporary political signs may be erected more than six weeks prior to the election to which signs pertain.~~

~~(b) No temporary political campaign signs shall be closer than five feet to the travel surface of the Town or state public way, and no such signs may encroach over in the air space of the paved surface of any Town or state public way.~~

~~(c) Temporary political campaign signs must be removed within seven days following the election.~~

~~(2) A candidate for political office, a political campaign, a political party or organization, an advocacy organization, or a Cumberland resident may erect temporary political campaign signs within the right-of-way of a Town or state public way in the Town of Cumberland but only after obtaining a permit for the display of such signs from the Code Enforcement Officer and payment of a refundable application fee as established by order of the Town Council.~~

(a) Applications for such signs shall be made on forms provided by the Code Enforcement Officer. Temporary political campaign signs must not individually exceed 16 square feet in size.

(b) No temporary political campaign signs may be erected more than six weeks prior to the election to which such signs pertain.

(c) No temporary political campaign signs shall be closer than five feet to the edge of the travel surface of a Town or state public way, and no such signs may encroach over in the air space of the paved surface of any Town or state public way.

(d) Temporary campaign signs must be removed within seven days following the election, and upon such removal the Code Enforcement Officer shall refund the application fee. If such signs are not removed within seven days following the election, the application fee shall be forfeited to the Town.

~~F. Business directional signs.~~

~~(1) Purpose. This subsection regulates and restricts business direction signs within the Town in order to promote the safety and well-being of the users of the public ways, reduce distractions, and preserve the natural beauty and other aesthetic features of the Town.~~

~~(2) Scope. This subsection controls off premises signs in the Town directing the public to the specific location of a business. The provisions of this subsection shall take effect on April 27, 1986, and any sign covered hereunder not in compliance within 120 days of the effective date shall be subject to removal 30 days after written notice.~~

~~(3) Standards. Directional signs erected or in place after the effective date of this subsection shall meet the following specifications:~~

~~(a) Size: 48 inches long by 12 inches wide.~~

~~(b) Lettering: 3 1/2 inches.~~

~~(c) Signboard: one half inch plywood overlay.~~

~~(d) Post: four inches by six inches, painted green.~~

~~(e) Color: background color shall be blue (highway blue, color tolerance charts PR Color No. 3). The background sign legend and border of all signs shall be reflectorized with reflective sheeting to show the same shape and color for both day and night. Edges and backs of signboards shall be sealed and painted. Reflectorized legend and border shall meet the requirements of Federal Specifications LS 200R.~~

~~(f) Style: all lettering used in the name of the business, including the directional legend and mileage, shall be helvetica medium lowercase lettering with initial uppercase.~~

~~(g) Legend: directional legend shall be located on the left or right edge of the sign depending upon the direction of the turn required. The distance in miles from the intersection shall be shown below the directional arrow.~~

~~(h) Signs shall meet all applicable Department of Transportation guidelines.~~

~~(4) Location:~~

~~(a) Business directional signs shall be located within the highway right of way, subject to Maine Department of Transportation (DOT) placement approval, only on approaches to the Town intersections of:~~

- ~~[1] U.S. Route 1 at Tuttle Road;~~
- ~~[2] Tuttle Road at Middle Road;~~
- ~~[3] Route 9 at Winn Road;~~
- ~~[4] Route 9 at Tuttle and Blanchard Roads;~~
- ~~[5] Route 9 at Greely Road;~~
- ~~[6] Skillin/Blackstrap Roads at Routes 26 and 100;~~
- ~~[7] Blanchard Road at Skillin Road;~~
- ~~[8] Route 100 at Range Road; and~~
- ~~[9] Middle Road at Greely Road.~~

~~(b) Directional signs shall be located within 1,000 feet of the intersection where a change in direction is required, and there shall be no more than three signs per post assembly, with only one post assembly per intersection approach. Businesses must be located within five miles of the intersection sign, and businesses may be eligible for no greater than four signs within the Town.~~

~~(5) Maintenance:~~

~~(a) All signs shall be furnished by the business owner or applicant and shall be installed by the DOT at approved locations on approved signposts furnished by the DOT, which shall thereafter maintain the sign support.~~

~~(b) Signboards which are lost, stolen, defaced, or damaged shall be replaced by the owner for reinstallation by the DOT.~~

~~(c) Businesses with signs which are no longer applicable due to business name or location changes, or other reasons, shall notify the DOT within 30 days of such change to have the sign removed. An owner failing to properly maintain a sign may subject the sign to removal by the DOT.~~

~~G-N~~ Enforcement. Where due written notification has been given by the Code Enforcement Officer and compliance has not been made within the required thirty-day period, the Town may cause removal of such sign and charge the cost of such removal to the owner. The Code Enforcement Officer has the authority to immediately remove any unauthorized off premise sign.

~~H-O~~ Violations. Any violation of this section shall constitute a nuisance, and the owner, person or firm having control or use of any premises or sign violating any provisions hereof shall be fined as established by order of the Town Council for each day such violation is permitted to exist after notification in writing from the Town.

~~I-P~~ Minimum requirements. The provisions of this section are minimum requirements. Whenever the requirements of this section are at a variance with the requirements of any other lawfully adopted statute, rule, regulation, ordinance, deed restriction, or covenant, the most restrictive or that imposing the highest standard shall govern.

~~J-Q~~ Waivers.

(1) The Town Planner, prior to the application for, or issuance of, any nontemporary sign permit, shall approve the proposed sign design, lighting, and landscaping. In the event that the applicant and the Town Planner are unable to agree on appropriate sign designs, the applicant shall appear before the Planning Board for review and determination.

(2) Notwithstanding any requirements of Town codes or ordinances, the Planning Board may waive any sign standard(s) where it finds that Town objectives, goals, and policies will be better served.

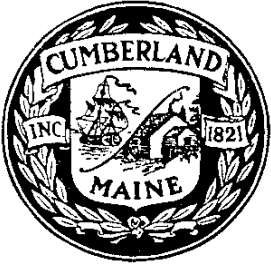
R. Effective Date.

This Ordinance shall become effective on the date of adoption by the Cumberland Town Council.

ITEM

16-152

To hold a Public Hearing to consider and act on a request for a utility
easement for water and sewer from Crossing Brook Road
to Greely Road



MEMORANDUM

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

To: Town Council
From: William R. Shane
Subject: 16-152 – Utility Easement through Crossing Brook
Date: November 9, 2016

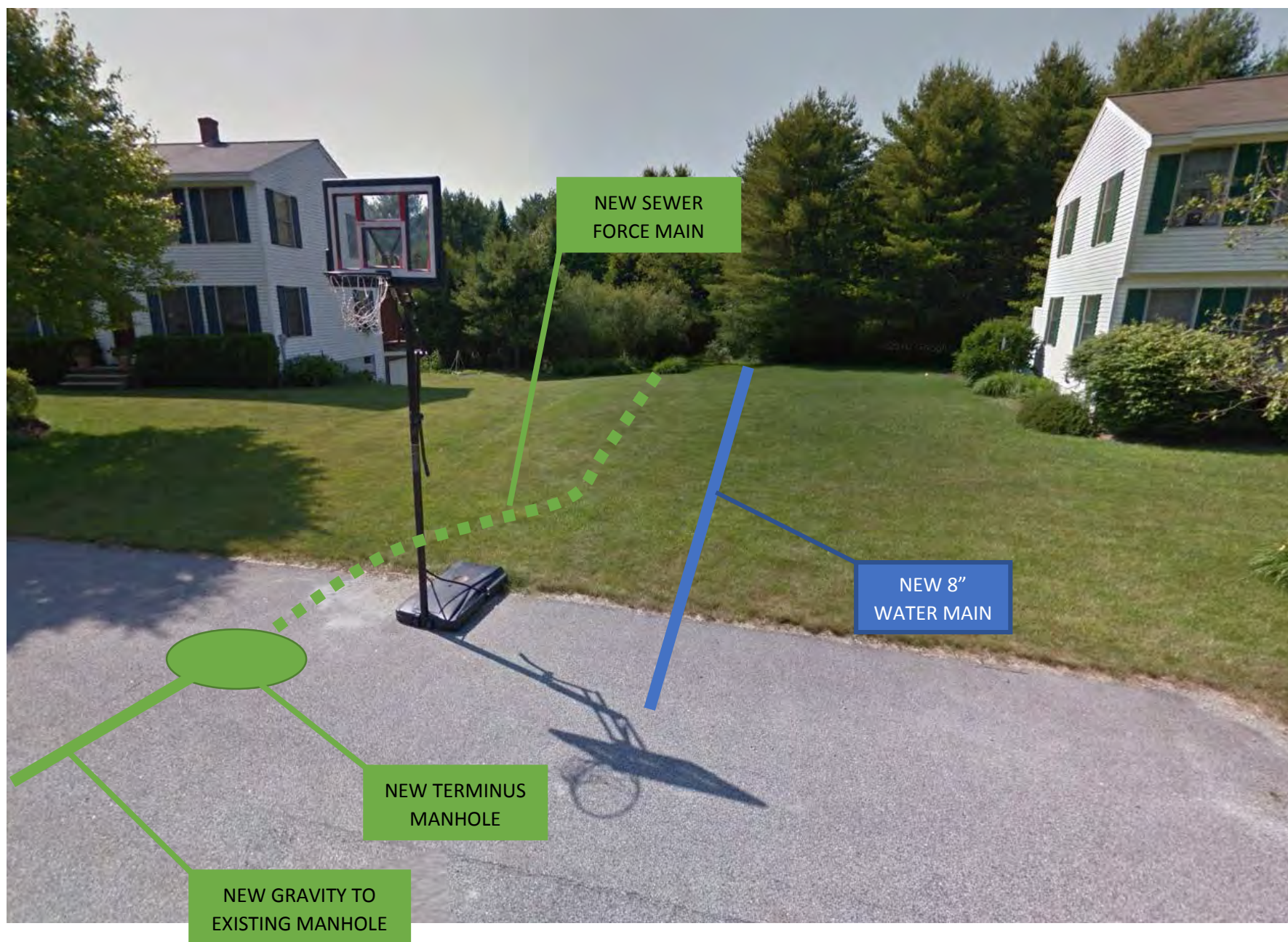
Engineer Dustin Roma, representing future buyer of the Godsoe property on Greeley Road, is requesting, on behalf of the owner, a utility easement from Crossing Brook Road across the Town owned open space.

If the Town Council is amenable to such a request, the Town Attorney believes that you have the authority to grant such an easement. In this neighborhood that was constructed under a Contract Zone Agreement.

Utility Easements typically are subject to some form of compensation. They can be:

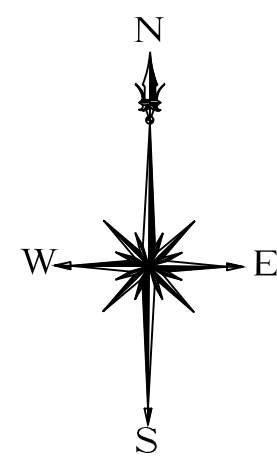
- Monetary
- Utility connection to Greeley Road both sewer and water
- Open space
- Connectivity

My recommendation would be at a minimum water mains be connected and a low pressure sewer line be designed and installed to accommodate an additional 50 homes. The developer should be required to meet with neighbors to develop a re-planting plan for the opening that will be left.





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DM ROMA
CONSULTING ENGINEERS
59 HARVEST HILL RD
WINDHAM, ME 04062
(207) 310-0506

REV	DATE	BY	DESCRIPTION

OFF SITE UTILITY PLAN
CONDOMINIUM DEVELOPMENT
CUMBERLAND, MAINE
FOR: JOHN PIACITELLI
585 BOLD HILL RD
NEW GLoucester, ME

16044
JOB NUMBER:
1" = 60'
SCALE:
11-03-2016
DATE:
SHEET 1 OF 1
UT-1



GENERAL NOTES:

2. THE PROPERTY IS IDENTIFIED ON THE TOWN OF CUMBERLAND TAX MAP R-04 AS PARCEL 34-A.

3. TOTAL PARCEL AREA IS APPROXIMATELY 59 ACRES.

4. PLAN REFERENCES:
A) STATE OF MAINE OFFICE OF GIS FOR PARCEL DATA
B) STATE OF MAINE OFFICE OF GIS FOR LIDAR 2-FOOT CONTOUR DATA

5. BOUNDARY INFORMATION SHOWN HEREON IS BASED SOLELY UPON PLAN REFERENCE 4A.

6. ELEVATION CONTOURS SHOWN ARE BASED SOLELY UPON PLAN REFERENCE 4B. ELEVATIONS ARE REFERENCED TO NAVD88 VERTICAL DATUM AND ARE IN US FEET.

7. THE PROPERTY IS LOCATED WITHIN THE RURAL RESIDENTIAL 1 (RR1) ZONING DISTRICT AND THE STREAM PROTECTION SHORELAND OVERLAY DISTRICT. SPACE AND BULK REQUIREMENTS FOR THE RR-1 DISTRICT ARE AS FOLLOWS:

MINIMUM LOT SIZE - SINGLE FAMILY WITHOUT SEWER:	4 ACRES
MINIMUM LOT SIZE - SINGLE FAMILY WITH SEWER:	2 ACRES
MINIMUM LOT SIZE - DUPLEX/MULTIPLEX WITHOUT SEWER:	2.5 ACRES PER UNIT
MINIMUM LOT SIZE - DUPLEX/MULTIPLEX WITH SEWER:	1 ACRE PER UNIT
MINIMUM FRONT YARD SETBACK:	50 FEET
MINIMUM REAR YARD SETBACK:	75 FEET
MINIMUM SIDE YARD SETBACK:	30 FEET (75 FEET COMBINED)
MINIMUM STREET FRONTAGE:	200 FEET

NET RESIDENTIAL AREA CALCULATIONS FOR DUPLEX/MULTIPLEX UNITS IN SUBDIVISION IN RURAL RESIDENTIAL 1 ZONE:

	ACRES	SQ. FEET
TOTAL DUPLEX/MULTIPLEX AREA:	44.7	1,947,516
NET AREA DEDUCTIONS:		
1. ROADS AND PARKING	1.88	81,911
2. ISOLATED PORTIONS OF PARCEL	0	0
3. STEEP SLOPES OVER 20% FOR 30,000 SF	1.21	52,537
4. WETLANDS	5.05	220,000
5. 100-YEAR FLOOD ZONE	0.33	14,260
6. RIGHTS-OF-WAY OR EASEMENTS	0	0
7. RESOURCE PROTECTION DISTRICTS	0	0
TOTAL NET RESIDENTIAL AREA:	36.24	1,578,808
REQUIRED NET RESIDENTIAL AREA: DUPLEX/MULTIPLEX ON SEWER:	1.00	43,560

TOTAL DUPLEX UNITS ALLOWED: 36 UNITS
TOTAL DUPLEX UNITS PROPOSED: 36 UNITS

NOTE: WETLANDS WERE ESTIMATED - NO WETLAND DELINEATION AVAILABLE

DM ROMA
CONSULTING ENGINEERS
59 HARVEST HILL RD
WINDHAM, ME 04062
(207) 310 - 0506

REV	DATE	BY	DESCRIPTION

CONCEPTUAL DEVELOPMENT PLAN

CONDOMINIUM DEVELOPMENT
CUMBERLAND, MAINE

FOR: JOHN PIACITELLI
58 E BALD HILL RD
NEW BRIDGESIDE, ME

16044
JOB NUMBER:

1" = 100'
SCALE:

11-03-2016
DATE:

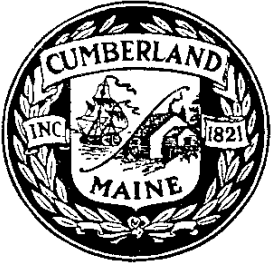
SHEET 1 OF 1

C1.0

ITEM

16-153

To hold a Public Hearing to authorize a grant application for the future construction of a pier at Broad Cove Reserve, as recommended by the Coastal Waters Commission



MEMORANDUM

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

To: Town Council
From: William R. Shane
Subject: 16-153 – BCR Pier Funding Request for MDOT
Date: November 9, 2016

At their last meeting, the Coastal Waters Commission recommended that the Town Council consider submitting an application for the funding of the pier at Broad Cover Reserve. This is a competitive process and as we have the pier designed through another SHP grant, the possibilities are strong that we could receive a substantial amount of funding for this project.

If approved to move forward, we will formally be requesting \$230,000 for this project. The State monies would not be available until 2018. We have submitted a "Letter of Interest" to get us in the funding line should you authorize the Commission to move forward with a formal application.

The attached document was funded through a previous grant and is "Shovel Ready".



**Maine Department of Transportation
Small Harbor Improvement Program**

**Date Letter of Intent
Received**

*(For MaineDOT Use
Only)*

Letter of Intent to Apply Form

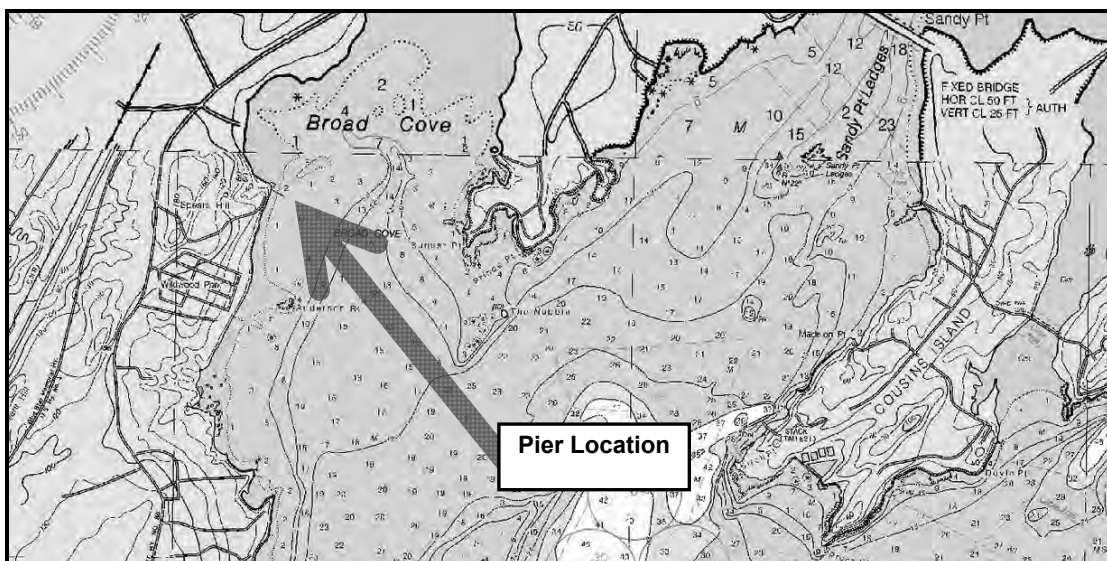
Name(s): William R. Shane, P.E.		
Title: Town Manager		
Mailing Address: 290 Tuttle Road		
Municipality: Cumberland	State: ME	Zip: 04021
Daytime Phone No.: 207-829-2205	Email: wshane@cumberlandmaine.com	

**Please complete the following form due and email to dan.stewart@maine.gov
Communities should submit separate letters of intent form(s) for each proposed project**

1. Specific location and project scope/description (40 words or less (use bullets if appropriate), please attach map and/or drawing if available):

The Town recently acquired a 25-acre waterfront parcel located on Broad Cove in Cumberland Foreside (see chart section below). The parcel provides public water access for recreational boaters and beachgoers, as well as clambers who access the adjacent mudflat. The existing 200' timber pier at the site (originally intended for private use) is badly deteriorated and insufficient to support the proposed public use. In 2015 the Town contracted with Baker Design Consultants for design and permitting of the replacement structure. As of July 2016, all necessary permits have been approved. Phase I added new seasonal floats in the spring of 2016. A SHIP grant will support future pier replacement. Drawings are attached for this work.

The requested SHIP grant will provide funding for the construction of the replacement pier. The work will include, replacement of the existing 200' long, crib supported pier, with a 176' long pile supported structure, installation of a new 80' ADA compliant gangway, and expansion of the existing float system to provide more dock space for dinghies and visiting boaters.



2. Estimated total project budget (please attach line item budget if available): \$ 515,000 (see attached Construction Cost estimate. \$15,000 added for Construction Administration by engineering consultant)
3. Estimated funding request: \$ 230,000
4. Estimated local funding (minimum 50% of Total Project Cost): \$ 300,000
5. Please list name, email address, and phone number of local contact for site visit:

William R. Shane, P.E.
wshane@cumberlandmaine.com
207-829-2205 (office)
207-232-5258 (cell)

By signing this Letter of Intent, the municipality is agreeing to explore the development of a project application for the Small Harbor Improvement Program. MaineDOT will schedule a site review for your Municipality upon receipt of a signed Letter of Intent Form.

Authorized Signature:

Date: 10/11/16

(Name)

William R. Shane

(Title)

Town Manager

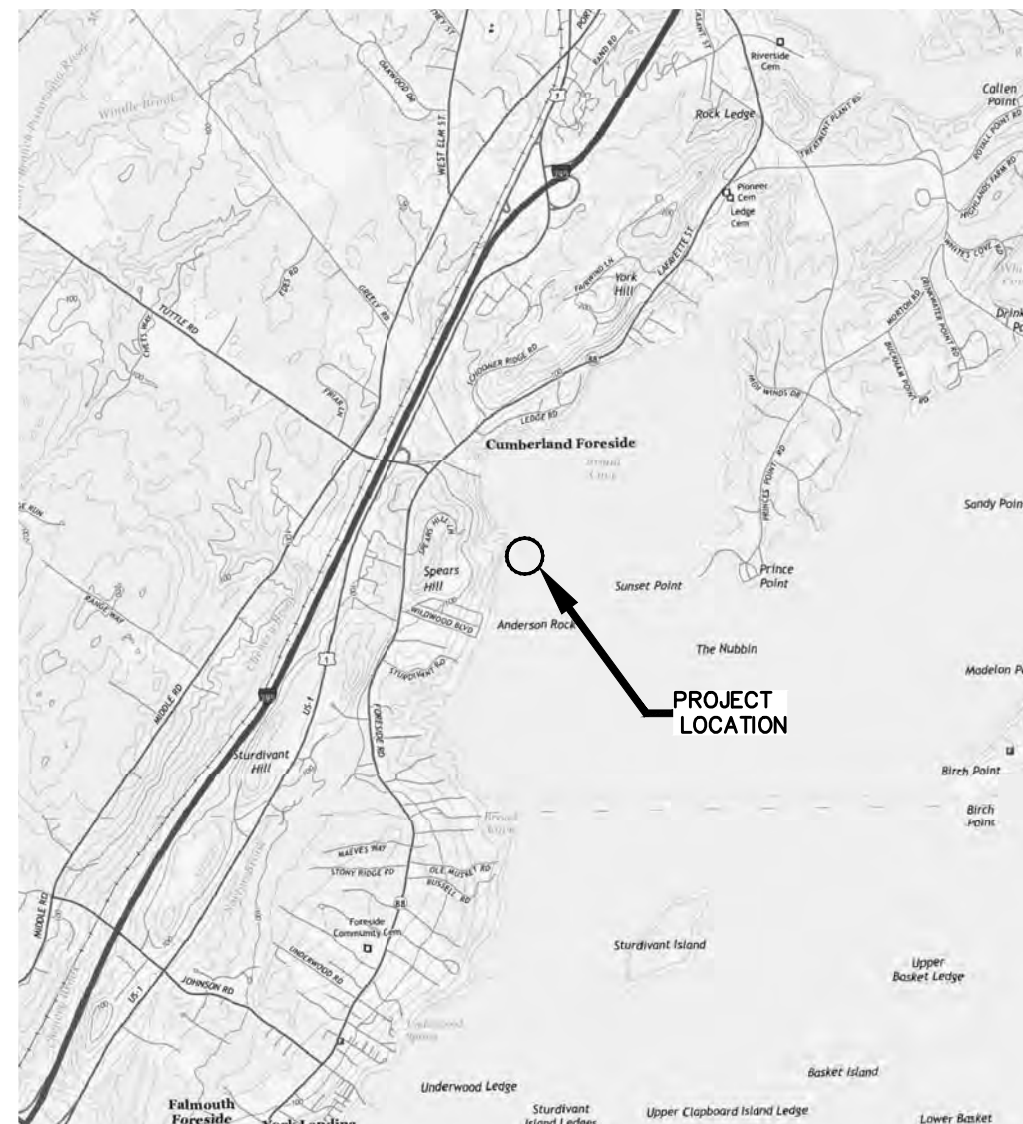
Please return this form to Dan Stewart, Small Harbor Improvement Program Manager, (tel: 207.624.3252, dan.stewart@maine.gov) MaineDOT, 16 SHS, Augusta, ME 04330-0016

Broad Cove Reserve Pier Construction- Concrete Caps and Concrete-Filled Steel Pipe Piles															
Timber Size	Location	% Moisture at Treatment	Treatment		Grading to SPIB	Surface Finish	Unit Length	Quantity	Total LF	Total MBF	Unit	Unit Cost	Total Cost		
			Type	pcf											
Superstructure							Total SF								
3 x 8	Deck Boards	25%			No. 1	S4S	1131.0		1697	3.39	MBF	\$ 2,000	\$ 6,786		
6.5 x 28.875	Glulam Stringers	25%	PENTA	0.6			44.0	8	352	5.51	MBF	\$ 7,500	\$ 41,291		
3 x 8	Nailer	25%	CCA	2.5	No. 1	E2E	21.0	8	168	0.02	MBF	\$ 2,000	\$ 32		
4 x 10	Transverse	25%	CCA	2.5	No. 1	E2E	5.0	46	230.625	0.15	MBF	\$ 2,000	\$ 308		
	Approach Ramp									0.00	SF	\$ 30	\$ -		
10 x 12	Overlook Edge Beam	25%	CCA	2.5	No. 1	E2E	12.0	2	24	0.02	MBF	\$ 2,500	\$ 50		
	Overlook Brackets								6		EA	\$ 200	\$ 1,200		
Handrail															
2 x 6	Cap	19%	ACQ	0.6	No.1	S4S			377	0.38	MBF	\$ 2,000	\$ 754		
4 x 4	Rail Posts	25%	ACQ	0.6	No.1	S4S	4.5	94	424	0.57	MBF	\$ 2,000	\$ 1,131		
2 x 6	3 Rails	19%	ACQ	0.6	No.1	S4S			1131	1.13	MBF	\$ 2,000	\$ 2,262		
									MBF Total =		2.07				
Hardware (superstructure)												% of Timber Cost	30%	\$ 16,144	
Substructure															
	Concrete Pile Caps								6.0		CY	\$ 1,000	\$ 6,044		
									MBF Total =		0.00				
Hardware (substructure)												% of Timber Cost	30%	\$ 1,813	
Substructure															
	Line 1	Concrete Abutment							11.85		CY	\$ 1,000.00	\$ 11,852		
	Line 2	12.75" DIA Concrete Filled Steel						2	15.00		LF	\$ 175.00	\$ 5,250		
		Bent No. 2 Pile Sockets or Ledge Pin						2			EA	\$ 8,000.00	\$ 16,000		
	Line 3	12.75" DIA Concrete Filled Steel						2	20.00		LF	\$ 175.00	\$ 7,000		
	Line 4	12.75" DIA Concrete Filled Steel						2	40.00		LF	\$ 175.00	\$ 14,000		
	Line 5	12.75" DIA Concrete Filled Steel						3	45.00		LF	\$ 175.00	\$ 23,625		
	Line 6	3-Pile Dolpin 12.75" DIA Concrete Filled Steel						2	150.00		LF	\$ 175.00	\$ 52,500		
								13	281.85		LF				
	Pile Installation included in above					width	Total length								
Floats					Standard	12	24.00	2		576.00	SF	\$ 35.00	\$ 20,160		
					Gangway	12	24.00	1		288.00	SF	\$ 50.00	\$ 14,400		
						6	24.00	1		144.00	SF	\$ 35.00	\$ 5,040		
Moorings (Reset & Supplement 2016 system)								4			EA	\$ 1,200.00	\$ 4,800		
80' ADA Gangway								1			EA	\$ 38,000.00	\$ 38,000		
Utilities		Lifting Frame						1			LS	\$ 4,000.00	\$ 4,000		
		Lighting,						1			LS	\$ 5,000	\$ 5,000		
		Hoist													
Construction Costs				Total Materials Cost										\$ 299,000	
				Mobilization & Demobilization						1			LS	\$ 40,000	\$ 40,000
				Labor and Equipment Cost for Pier Construction						30			Days	\$ 4,500	\$ 135,000
				Existing Pier Demolition & Disposal						1			LS	\$ 15,000	\$ 15,000
				Testing By Contractor										\$ 1,500	\$ 1,500
				Construction Total										\$ 490,500	
Contingency											5.0%		\$ 24,500		
Project Total													\$ 515,000		

Bid Item	Description	Quantity	Unit	Unit Cost	Total Cost	Contingency	Total w/ Contingency
<u>BASE BID</u>						5%	
1	Mobilization & Demobilization	1	LS	\$ 40,000	\$ 40,000	\$ 2,000	\$ 42,000
2	Demolition & Disposal of Existing Pier	1	LS	\$ 15,000	\$ 15,000	\$ 750	\$ 15,750
3	Fixed Pier Construction	1	LS	\$ 301,400	\$ 301,400	\$ 15,070	\$ 316,470
4	80' Aluminum Gangway	1	EA	\$ 38,000	\$ 38,000	\$ 1,900	\$ 39,900
5	12x24 Gangway Float	1	EA	\$ 14,400	\$ 14,400	\$ 720	\$ 15,120
6	Gangway Lifting Dolphins	2	EA	\$ 26,250	\$ 52,500	\$ 2,625	\$ 55,125
7	Moorings (Supplement 2016 system)	4	EA	\$ 1,200	\$ 4,800	\$ 240	\$ 5,040
<u>Total Base Bid Items</u>					\$ 466,100		\$ 489,000
<u>ALTERNATE BID ITEMS</u>							
7	12x24 Kayak Storage Float	2	EA	\$ 10,080	\$ 20,160	\$ 1,008	\$ 21,168
8	5.5x24 Kayak Launching Float	1	EA	\$ 5,040	\$ 5,040	\$ 252	\$ 5,292
9	Mooring Field Construction	--	--	--	--	--	--
<u>Total Alternate Bid Items</u>					\$ 25,200		\$ 26,460
<u>Total Base Bid + Alternate Bid Items</u>					\$ 491,300		\$ 515,000

PAYSON PIER REPLACEMENT

BROAD COVE RESERVE, CUMBERLAND, MAINE
PROJECT NO. 15-05



USGS LOCATION MAP

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
G-1	COVERSHEET
G-2	NOTES & SCHEDULES
C-1	EXISTING PIER PLAN & ELEVATION
C-2	SITE PLAN
C-3	MOORING FIELD PLAN
S-1	PIER PLAN & ELEVATION
S-2	FLOAT LAYOUT PLAN
S-3	PILE LAYOUT & FRAMING PLANS
S-4	PIER SECTIONS & DETAILS
S-5	ABUTMENT DETAILS
S-6	STRUCTURAL DETAILS
F-0	SUMMER 2016 FLOAT LAYOUT
F-1	TYPICAL 12X24 FLOAT DETAILS
F-2	12X24 GANGWAY FLOAT DETAILS
F-3	5.5X24 FLOAT

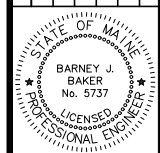


TAX MAP #R1

PROPERTY INFORMATION

OWNER:	TOWN OF CUMBERLAND, MAINE
ADDRESS:	179 FORESIDE ROAD CUMBERLAND, MAINE 04021
MAP/LOT:	R1-02
ZONING:	LOW DENSITY RESIDENTIAL (LDR); SHORELAND OVERLAY
SETBACKS:	NO CHANGE

	C	ESTIMATE SET	8.17.16	BUB	
	B	PERMIT SET	1-21-16	BUB	
	A	PRELIMINARY CONCEPT	9-10-15	BUB	
	NO.	SUBMISSION	DATE	INT.	



DESIGNED BY:	DJB
DRAWN BY:	JJC
CHECKED BY:	BJB
SCALE:	AS SHOWN

SHEET TITLE:	COVERSHEET
PROJECT:	BROAD COVE RESERVE PAYSON PIER REPLACEMENT CUMBERLAND, MAINE

DATE AUG 2015	
CONTRACT NO. 15-05	
SHEET NO. G-1	REV. C

1. THE CONTRACTOR SHALL BE GOVERNED BY THE CONSTRUCTION SAFETY RULES AS ADOPTED BY THE STATE BOARD OF CONSTRUCTION SAFETY, AUGUSTA, MAINE.
2. THE PROJECT IS SUBJECT TO THE SAFETY AND HEALTH REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) AS PROMULGATED BY THE U.S. DEPARTMENT OF LABOR.
3. ALL NON-PAVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE LOAMED, SEEDED, FERTILIZED AND MULCHED UNLESS OTHERWISE DIRECTED BY THE TOWN OR THEIR REPRESENTATIVE.
4. THE CONTRACTOR SHALL COMPLY WITH FEDERAL, STATE AND LOCAL REGULATORY REQUIREMENTS.
5. TOPSOIL STRIPPED IN AREAS OF CONSTRUCTION THAT IS SUITABLE FOR REUSE AS LOAM SHALL BE STOCKPILED AT A LOCATION TO BE DESIGNATED BY THE TOWN. UNSUITABLE SOIL SHALL BE SEPARATED, REMOVED AND DISPOSED OF AT AN APPROVED DISPOSAL LOCATION OFFSITE.

1. NO DISRUPTION TO THE EXISTING UTILITIES ADJACENT THE PROJECT SITE SHALL BE ALLOWED DURING DEMOLITION OR CONSTRUCTION ACTIVITIES.
2. ANY TEMPORARY ELECTRIC SERVICE, IF REQUIRED DURING THE DURATION OF CONSTRUCTION, IS THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE CONTRACTOR SHALL NOT MAKE ANY OPENING OR EXCAVATION WITHIN THE PROJECT AREA UNTIL CONTACT HAS BEEN MADE WITH DIG SAFE AND ALL UTILITIES TO LOCATE ANY EXISTING POWER, TELEPHONE, CABLE TV, WATER OR OTHER UNDERGROUND SERVICES.
4. THE UTILITY LOCATIONS SHOWN ON THE DRAWINGS ARE APPROXIMATE AND ARE PROVIDED AS A GUIDE TO THE CONTRACTOR. NO GUARANTEE IS MADE THAT UTILITIES WILL BE ENCOUNTERED WHERE SHOWN OR THAT ALL UTILITIES ARE SHOWN. THE CONTRACTOR SHALL VERIFY ALL LOCATIONS IN THE FIELD AND BE RESPONSIBLE FOR REPAIR OF UTILITIES DISTURBED DURING CONSTRUCTION.

1. DEMOLITION MATERIALS NOT SELECTED FOR RETAINIAGE BY THE OWNER TO BE DISPOSED OF AT AN APPROVED FACILITY. ANY TREATED LUMBER SHALL BE DISPOSED OF IN COMPLIANCE WITH MAINE DEP REQUIREMENTS.

1. ALL CONSTRUCTION ACTIVITIES TO BE UNDERTAKEN FROM BARGE NO DISTURBANCE TO UPLAND SITE BEYOND THAT REQUIRED FOR CONSTRUCTION OF NEW PIER ABUTMENT AND APPROACH RAMP SHALL BE ALLOWED.
2. THE CONTRACTOR SHALL WORK WITH THE TOWN TO DESIGNATE A LAYDOWN AREA ONSITE FOR PARKING AND MATERIAL DELIVERY.

1. APPLICATION OF TEMPORARY AND PERMANENT EROSION CONTROL MEASURES FOR THE PROJECT SHALL BE IN ACCORDANCE WITH PROCEDURES AND SPECIFICATIONS OF THE CURRENT MAINE EROSION AND SEDIMENT CONTROL HANDBOOK FOR CONSTRUCTION; BEST MANAGEMENT PRACTICES.
2. SILTATION FENCE SHALL BE INSTALLED BEFORE ANY EXCAVATION TAKES PLACE.
3. INSTALL EROSION CONTROL MESH ON ALL PROPOSED SLOPES 2:1 OR STEEPER, UNLESS SHOWN OR NOTED OTHERWISE.
4. ALL EROSION CONTROL MEASURES, SEEDING AND MULCHING SHALL BE INSPECTED WEEKLY, AFTER RAINSTORMS AND DURING RUNOFF EVENTS. ALL MEASURES SHALL BE REPAIRED OR REPLACED WHEN NO LONGER SERVICEABLE DUE TO SEDIMENT ACCUMULATION OR DAMAGE.
5. SEEDED AND MULCHED AREAS SHALL BE MAINTAINED UNTIL FINAL ACCEPTANCE OF THE WORK.
6. TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED UPON COMPLETION OF GRADING OPERATIONS AND ESTABLISHMENT OF ACCEPTABLE GROUND COVER.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL MEASURES DURING CONSTRUCTION.

1. BASE SURVEY, TOPOGRAPHY, SITE DATUM CONTROL, AND PROJECT BENCHMARKS ARE FROM A FIELD SURVEY WITH DOCUMENTING PLAN BY LITTLE RIVER LAND SURVEYING DATED 10/19/15.
2. ALL TOPOGRAPHIC INFORMATION PROVIDED IS REFERENCED TO NAVD88 VERTICAL DATUM UNLESS OTHERWISE NOTED.
3. BASE FLOOD/TIDAL INFORMATION TAKEN FROM MEDER, FEMA, AND NOAA PUBLISHED DATA, REFER TO THE TABLE BELOW.

PROJECT ELEVATIONS (BY DATUM)				
ELEVATION	CHART	NGVD29	NAVD88	Notes
	(ft)	(ft)	(ft)	
FEMA Base Flood	22.3	17.7	17.0	Prelim FEMA Zone VE
FEMA Base Flood	19.5	15.0	14.3	Effective FEMA Zone V2
Highest Annual Tide	11.9	7.4	6.7	2013 MEDEP Predictions
MHHW	9.9	5.4	4.7	BASED ON TIDAL BM "PORTLAND"
MHW	9.5	5.0	4.2	
NAVD88	5.3		0.0	
NGVD29	4.5	0.0		
MLW	0.3	-4.2	-4.9	
MLLW	0.0	-4.5	-5.3	

1. BOUNDARY SURVEY "PLAN OF SPEARS HILL SUBDIVISION, 179 FORESIDE ROAD, CUMBERLAND, MAINE" BY TITCOMB ASSOCIATES, DATED AUGUST 28, 2014 AND REVISED THROUGH DECEMBER 11, 2014.
2. COPIES OF REGULATORY PERMITS ARE PROVIDED IN THE PROJECT MANUAL.
3. SUBSURFACE INFORMATION PROVIDED IN THESE PLANS IS BASED ON A SUBSURFACE INVESTIGATION CONSISTING OF 11 PILE PROBES DRIVEN TO REFUSAL. PROBE RESULTS ARE PROVIDED ON SHEET C-2.

1. DEMOLITION AND DISPOSAL OFFSITE OF EXISTING PIER STRUCTURE, INCLUDING REMOVAL OF CRIBS TO 2' BELOW EXISTING GROUND AND DISPOSAL OF CRIB BALLAST MATERIAL.
2. CONSTRUCTION OF NEW TIMBER PIER INCLUDING CONCRETE ABUTMENT, GRANITE CRIB, AND PILE SUPPORTED BENTS.
3. INSTALLATION OF SEASONAL GANGWAY, FLOATS, AND RESTRAINT SYSTEM.

1. PIER DESIGN LOADS
 - DEAD LOADS - SELF WEIGHT OF COMPONENTS & ATTACHMENTS
 - LIVE LOAD - 100 PSF
 - WAVE HEIGHT - 3 FT
 - DESIGN WIND SPEED - 100 MPH
2. ALL HANDRAIL AND POSTS SHALL BE CONSTRUCTED TO WITHSTAND A 200 LB LOAD APPLIED IN ANY DIRECTION OR 50 LB/FT APPLIED ALONG RAIL LENGTH.
3. GANGWAY
 - NOMINAL SIZE: 80'-0" X 4'-0"
 - MINIMUM CLEAR DISTANCE BETWEEN HANDRAILS: 3'-0"
 - GANGWAY SHALL BE CONSTRUCTED OF MARINE GRADE ALUMINUM
 - HANDRAILS, APRONS, AND TRANSITION PLATES SHALL MEET ADA AND OSHA ACCESSIBILITY REQUIREMENTS
 - GANGWAY SHALL BE DESIGNED TO SAFELY SUPPORT:
 - i. 50 PSF LIVE LOAD WITH SPAN/360 DEFLECTION LIMIT
 - ii. 75 PSF LIVE LOAD WITH NO DEFLECTION LIMIT
 - GANGWAY SHALL BE PROVIDED WITH INTEGRAL WATER LINE WITH HOSE BIB CONNECTIONS TOP AND BOTTOM.
 - GANGWAY SHALL BE PROVIDED WITH DETACHABLE CHAIN ACROSS TOP TO DETER ACCESS WHEN RAISED AND STORED ON THE PIER.

1. STEEL PIPE PILES SHALL BE 12-3/4 INCH DIAMETER, MINIMUM 7/16 INCH THICK WALL. STEEL PIPE PILES IN ACCORDANCE WITH ASTM A252 GRADE 3
2. ALL PILES SHALL BE SEAMLESS.
3. AN OPEN CUTTING SHOE IS REQUIRED.
4. STEEL PIPE PILES SHALL BE TREATED WITH FUSION BONDED EPOXY (COLOR BROWN) TO A DEPTH OF AT LEAST 10-FT BELOW GRADE. REPAIR ANY COATING DAMAGED IN THE FIELD.
5. THE CONTRACTOR SHALL TAKE STEPS TO PROTECT PILE COATING FROM DAMAGE DURING HANDLING AND DRIVING OPERATIONS.
6. ALL PILES SHALL BE FILLED WITH MDOT CLASS A CONCRETE AFTER INSTALLATION IS COMPLETE.

1. MIX DESIGN:
 - a. MDOT CLASS A: $F_c = 4,000$ PSI
2. MINIMUM COVER TO REINFORCEMENT = 3"
3. REINFORCING STEEL:
 - a. ASTM A615 GRADE 60; $F_y = 60,000$ PSI
4. COAT EXPOSED CONCRETE SURFACES WITH SIKAGARD 670W CLEAR OR EQUIV. PROTECTIVE COATING.

1. REFER TO FASTENER SCHEDULE
2. ALL METAL ITEMS TO BE A36 STEEL, HOT-DIP GALVANIZED AFTER FABRICATION UNLESS OTHERWISE NOTED.
3. ALL FASTENERS SHALL BE HOT DIPPED GALVANIZED OR STAINLESS STEEL.
4. ALL BOLTS SHALL CONFORM TO ASTM A-307. MINIMUM SIZE SHALL BE 1/2" DIA. UNLESS OTHERWISE NOTED. ALL BOLTS TO BE HEAVY HEX UNLESS OTHERWISE NOTED.
5. ANCHOR BOLTS SHALL CONFORM TO ASTM F-1554 AND SHALL BE GRADE 36.

1. REFER TO TIMBER SCHEDULE.
2. ALL EXPOSED EDGES SHALL BE PLANED OR SANDED TO PROVIDE SMOOTH SURFACE FREE OF ROUGH EDGES OR DEFECTS.
3. ALL EXPOSED FASTENERS SHALL BE COUNTERSUNK ON WALKING SURFACE, AND PEDESTRIAN HANDRAIL.
4. ALL TIMBER JOISTS, BEAMS AND PILE CAPS TO BE 'CAPPED' WITH ICE AND WATER SHIELD[®] BY GRACE CONSTRUCTION PRODUCTS, OR APPROVED EQUAL PRIOR TO PLACEMENT OF DECK.

GLUE-LAMINATED TIMBER GIRDERS

1. ALL EXPOSED SURFACES OF GLULAM MEMBERS SHALL BE TREATED BY THE MANUFACTURER WITH THOMPSON'S WATERSEAL WATERPROOFING WOOD PROTECTOR, OR EQUIVALENT.
2. ANY UNTREATED SURFACES EXPOSED BY CUTTING, DRILLING, SANDING, OR NOTCHING OF GLULAM MEMBERS IN THE FIELD SHALL BE TREATED WITH THOMPSON'S WATERSEAL WATERPROOFING WOOD PROTECTOR, OR EQUIVALENT.
3. CAMBER FOR ALL GLULAM GIRDERS SHALL BE BASED ON A RADIUS OF 2000-FT.

TIMBER SCHEDULE						
Timber Size	Location	% Moisture at Treatment	Treatment		Grading to SPIB	Surface Finishing
			Type	pcf		
Pier						
6.5 x 28.875 24F-V3 SP	Glulam Girders (Spans 2-4)	KD, 16% Prior to Gluing	Penta	0.6 Prior to Gluing	Architectural Grade Unadilla Laminated Products (207) 846-5580	
4 x 10	Cross Beams	25%	CCA	1.0	No. 1	S4S
3 x 8	Deck Nailers	25%	CCA	1.0	No. 1	S4S
10 x 12	Overlook Edge Beam	25%	CCA	1.0	No. 1	S4S
3 x 8	Deck Planking	19%	ACQ	0.6	No. 1	S4S
3 x 8	Diagonal Bracing	25%	CCA	1.0	No. 1	S4S
Handrail						
2 x 4	Backer Supports	19%	ACQ	0.6	No. 1	S4S
4 x 4	Posts	19%	ACQ	0.6	No. 1	S4S
5/4 x 6	Top rail		Composite lumber			
5/4 x 6	Midrail, Lowrail	19%	ACQ	0.6	No. 1	S4S

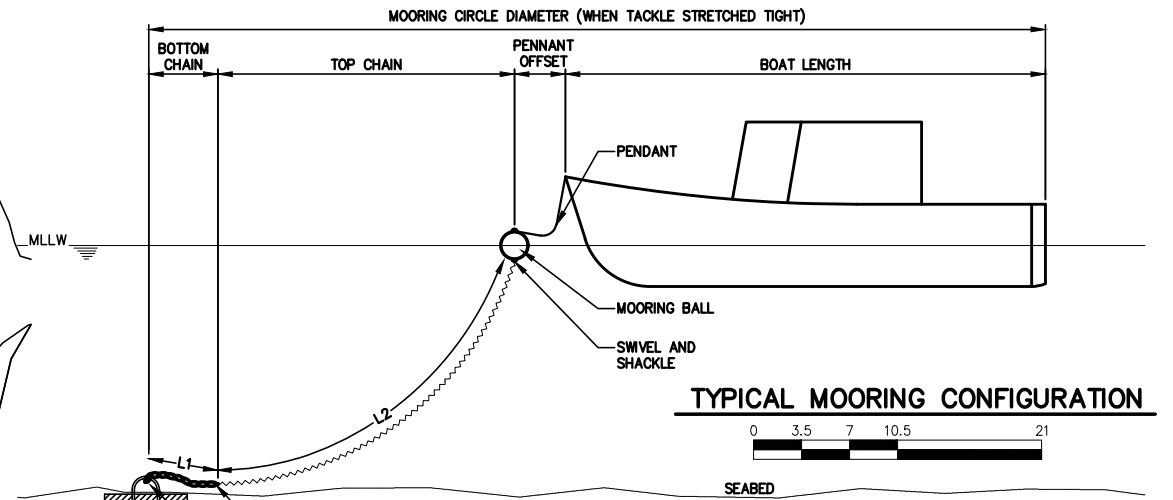
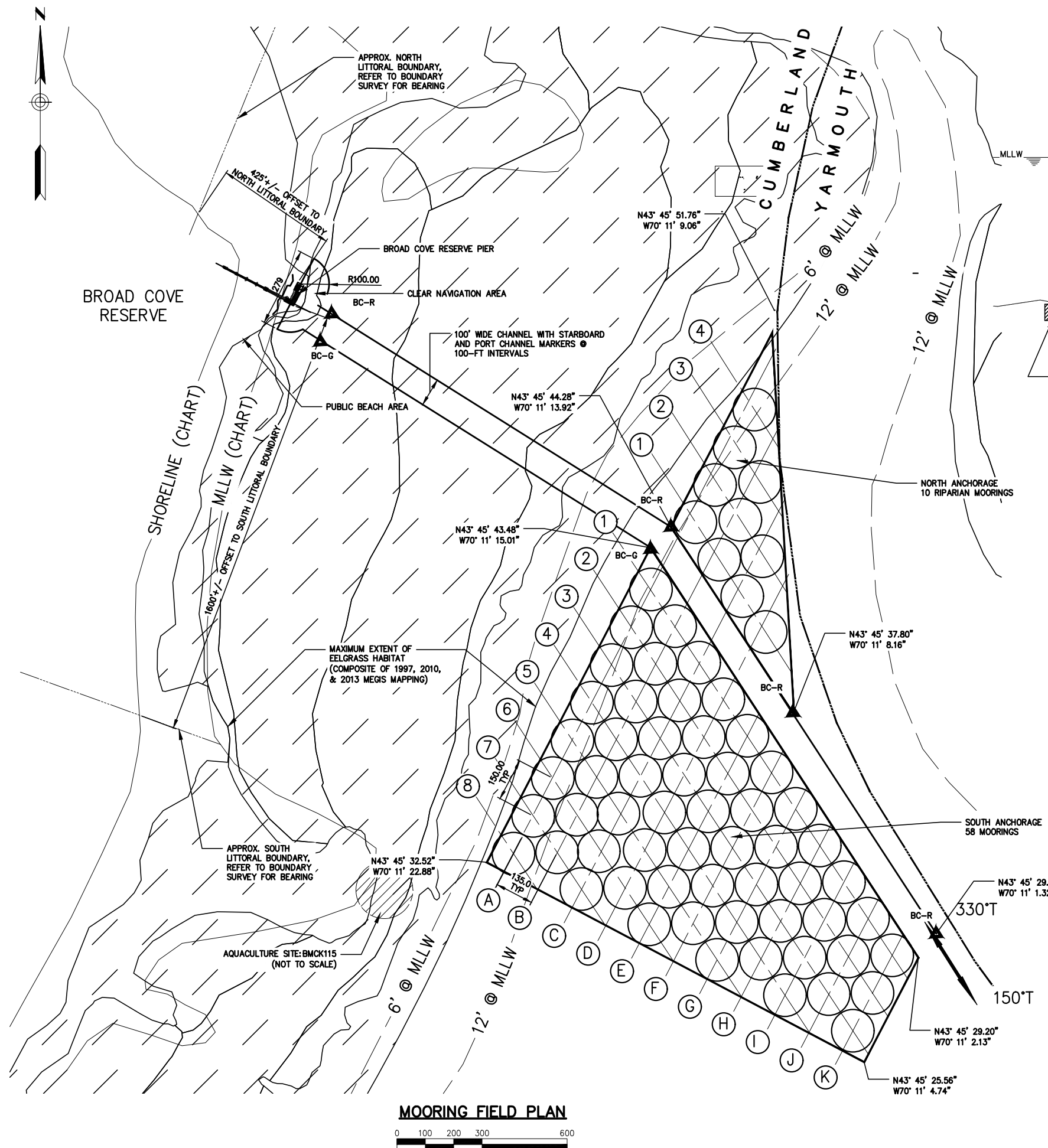
PILE SCHEDULE										
Elevations based on NAVD88 Datum										
PILE Reference	Material	Type	Cutoff Elev	Mudline Elev	Ledge Elevation	Overburden	End Condition	Pile Tip Elevation*	Calculated Length FT	Min. Pile Order Length
2 A	STEEL PIPE PILE, ASTM A252, GRADE 3, SEAMLESS 10.75" OD, 0.375" THK, CONCRETE FILLED	Support	10.33	2.3	-2.0	4.3	SOCKETED 4-FT	-6.0	16	21
2 B		Support	10.33	2.3	-0.6	2.9	SOCKETED 4-FT	-4.6	15	20
3 A		Support	11.67	1.0	-6.8	7.8	SOCKETED 4-FT	-10.8	23	28
3 B		Support	11.67	1.0	-13.3	14.3	SOCKETED 4-FT	-17.3	29	34
4 A		Support	11.67	-1.3	-30.1	28.8	DRIVEN TO LEDGE	-30.1	42	47
4 B		Support	11.67	-1.3	-28.3	27.0	DRIVEN TO LEDGE	-28.3	40	45
5 A		Support	11.67	-3.7	-27.1	23.5	DRIVEN TO LEDGE	-27.1	39	44
5 B		Support	11.67	-3.7	-33.1	29.4	DRIVEN TO LEDGE	-33.1	45	50
5 C		Support	11.67	-3.7	-39.0	35.4	DRIVEN TO LEDGE	-39.0	51	56
6.1 A		Guide	20.00	-5.7	-36.0	30.3	DRIVEN TO LEDGE	-36.0	56	61
6.1 B		Batter	17.00	-5.7	-36.0	30.3	DRIVEN TO LEDGE	-36.0	53	58
6.1 C		Batter	17.00	-5.7	-36.0	30.3	DRIVEN TO LEDGE	-36.0	53	58
6.2 A		Guide	20.00	-5.7	-36.0	30.3	DRIVEN TO LEDGE	-36.0	56	61
6.2 B		Batter	17.00	-5.7	-36.0	30.3	DRIVEN TO LEDGE	-36.0	53	58
6.2 C	Batter	17.00	-5.7	-36.0	30.3	DRIVEN TO LEDGE	-36.0	53	58	
STEEL PIPE PILE									Total Length No of Piles	698 15

FASTENER SCHEDULE

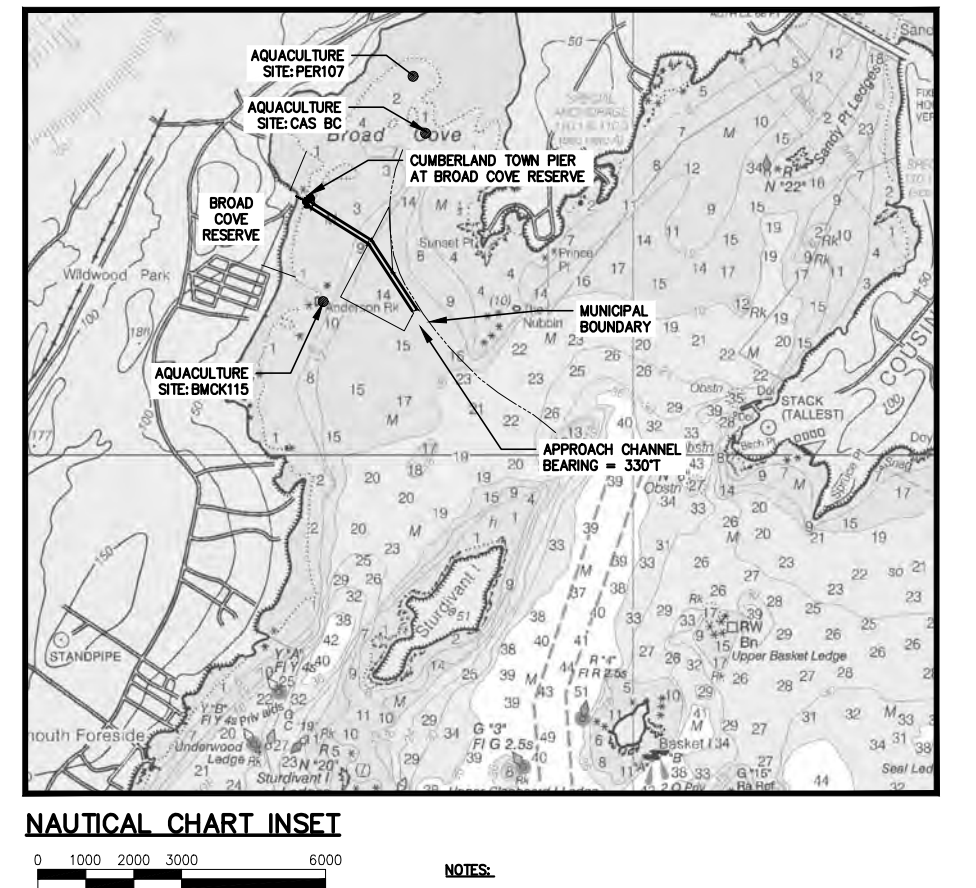
The technical drawings illustrate the construction and cross-sections of a siltation fence. The main detail shows a plan view of the fence structure with a width of 6'-0". It features a central wooden post (TYP) with a steel coupler, flanked by sedimentation control fabric. The existing ground is shown below the fabric. Section A is indicated at the bottom, and Section B is indicated on the right. The vertical dimensions are 2'-6" for the fabric height and 2'-0" for the post height.

Section A is a cross-section showing the fence structure. It includes a wooden post, sedimentation control fabric, and backfill. The existing ground is shown on the left, and the native soil is on the right. The width of the fence is 6'-0".

Section B is a cross-section showing the fence structure. It includes a wooden post, sedimentation control fabric, and backfill. The existing ground is shown on the left, and the native soil is on the right. The width of the fence is 6'-0".

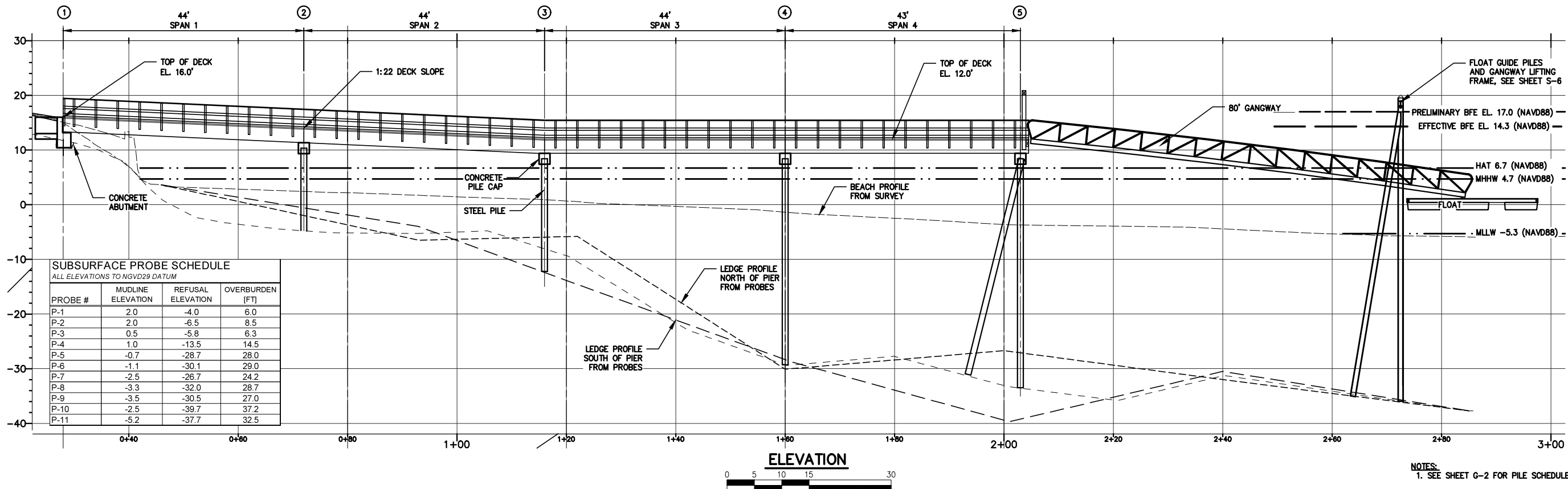
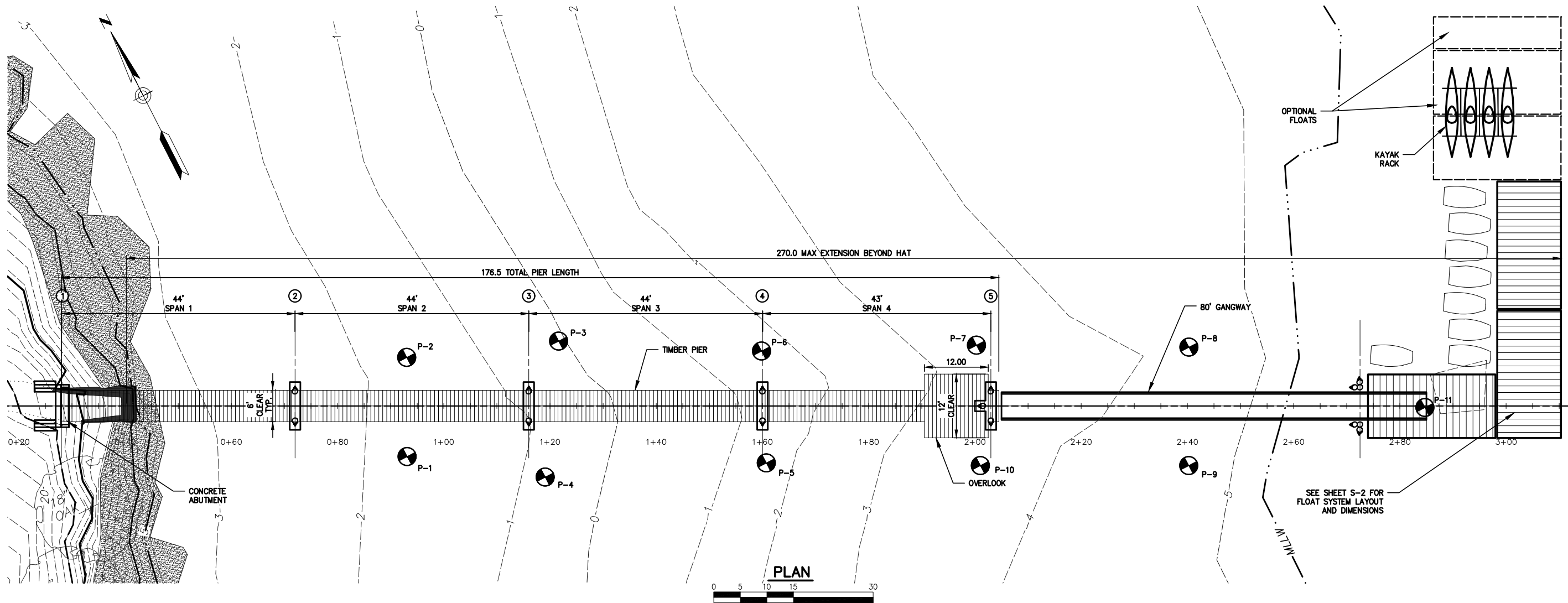


Boat Length FT		Depth of Water FT		Bow Ht	"Mooring Plan Handbook" Recom.			
Range	Max	MLW	MHW	FT	Chain Length	Pennant Length	Mooring Circle Dia.	
ft	ft				(MHW x 2)	2.5x Bow Ht	MLW	MHW
10 to 20	20	6	14.8	3.0	29.6	7.5	111.7	105.0
		12	20.8	3.0	41.6	7.5	133.4	125.8
		18	26.8	3.0	53.6	7.5	154.7	146.6
		24	32.8	3.0	65.6	7.5	175.9	167.4
20 to 30	30	12	20.8	4.0	41.6	10.0	158.0	150.4
		18	26.8	4.0	53.6	10.0	179.3	171.2
		24	32.8	4.0	65.6	10.0	200.4	192.0
		30	38.8	4.0	77.6	10.0	221.5	212.7
30 to 40	40	12	20.8	5.0	41.6	12.5	182.6	175.0
		18	26.8	5.0	53.6	12.5	203.9	195.8
		24	32.8	5.0	65.6	12.5	225.0	216.5
		30	38.8	5.0	77.6	12.5	246.0	237.3



- NOTES:
1. BOAT TRAFFIC BETWEEN THE MOORING AREA AND PIER IS RESTRICTED TO THE DESIGNATED CHANNEL AND CAN ONLY OCCUR DURING THE TIDAL WINDOW WHEN THERE IS SUFFICIENT WATER DEPTH TO AVOID DAMAGE TO EELGRASS BEDS.
 2. CHANNEL MARKERS LOCATED IN EELGRASS AREAS MUST USE LOW IMPACT TACKLE COMPRISING A MUSHROOM ANCHOR (OR EQUAL) AND SUSPENDED LINE TO MINIMIZE DISTURBANCE TO THE SEABED.

\\bdc-srv\projects\15\15-05 payson pier condition survey civil3d.dwg 8/17/2016



ESTIMATE SET	8.17.16	BUB
PERMIT SET	1-21-16	BUB
4-SPAN DESIGN OPTION	12-2-15	DUB
5-SPAN DESIGN OPTION	11-18-15	BUB
PRELIMINARY CONCEPT	9-10-15	BUB
SUBMISSION	DATE	INT.



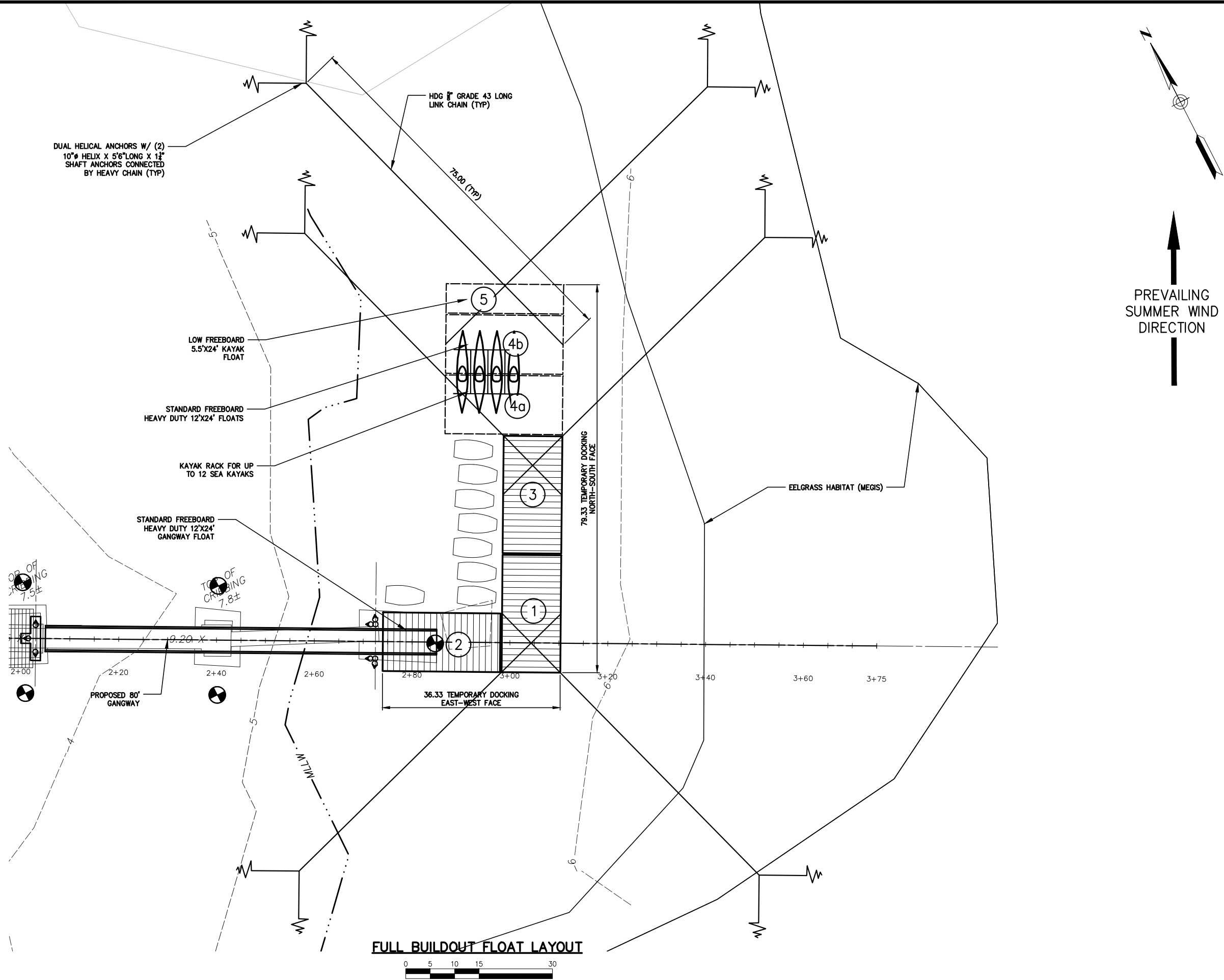
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DRAWN BY:	JUC
CHECKED BY:	BUB
SCALE:	AS SHOWN

SHEET TITLE:	PIER PLAN & ELEVATION
PROJECT:	BROAD COVE RESERVE PAYSON PIER REPLACEMENT CUMBERLAND, MAINE

DATE:	AUG 2015
CONTRACT NO.:	15-05
SHEET NO.:	9-1
REV.:	E

NOTES:
1. SEE SHEET G-2 FOR PILE SCHEDULE

\\bdc-srv\projects\15\15-05 payson pier, Cumberland\cad\15-05 payson pier condition survey civil3d.dwg 8/17/2016



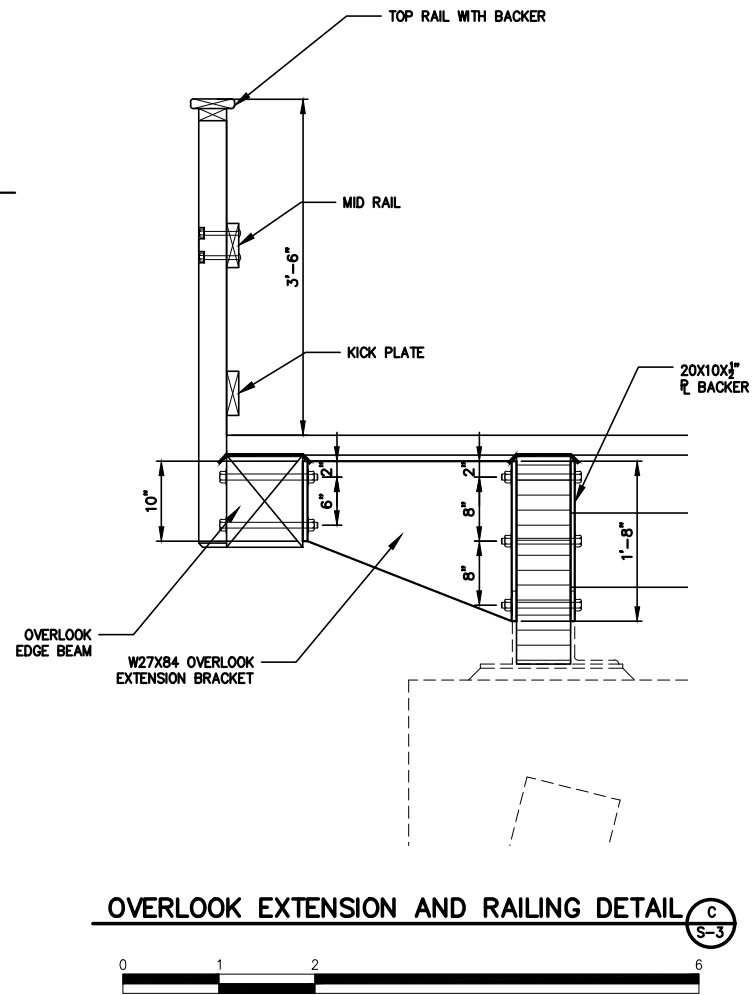
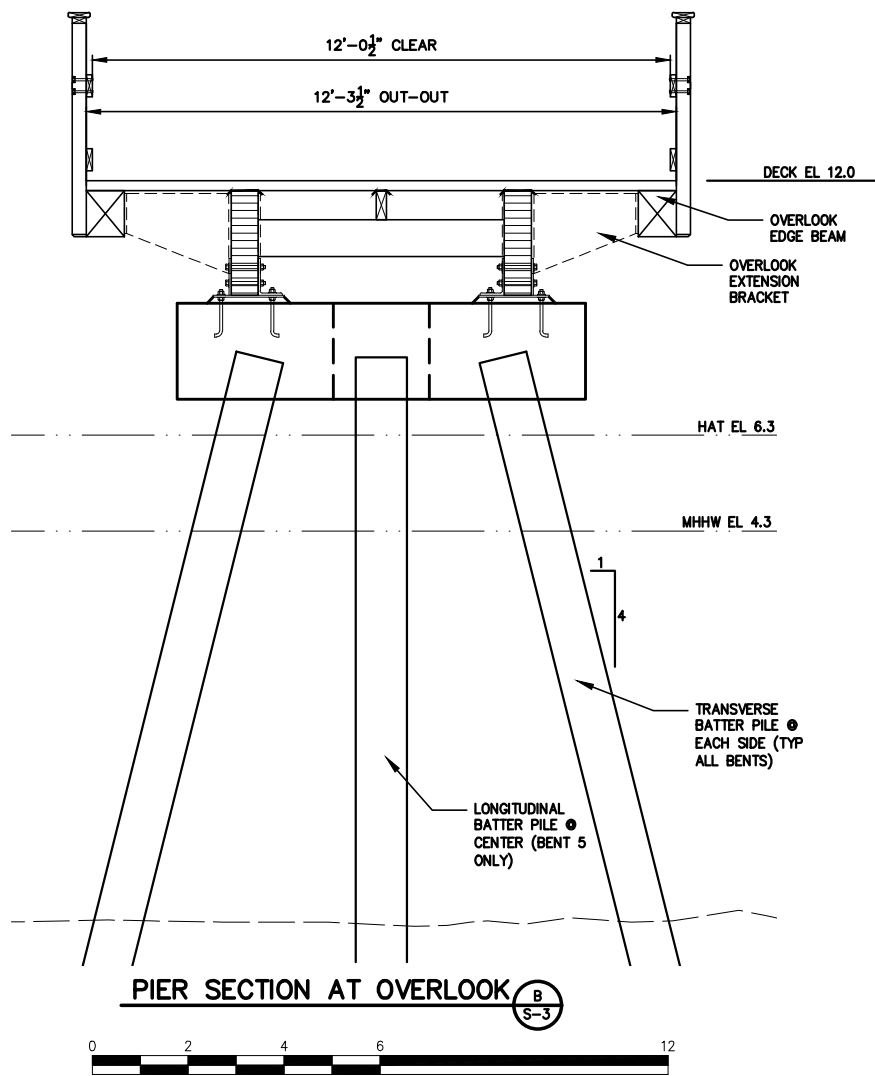
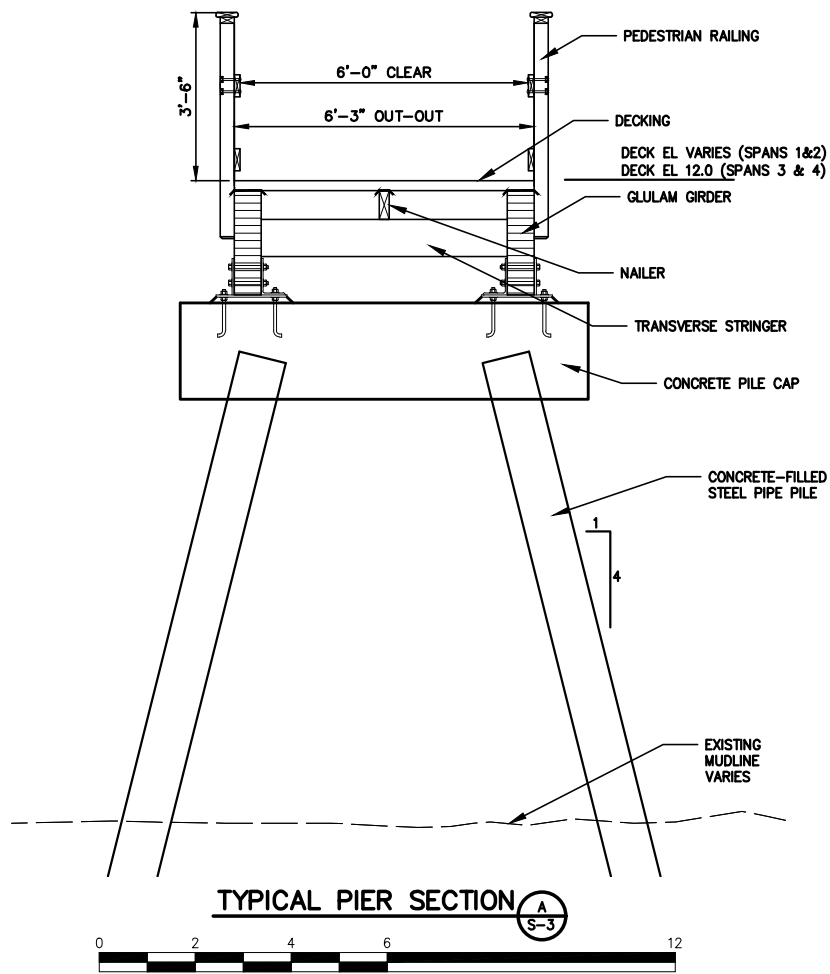
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PROJECT: BROAD COVE RESERVE PAYSON PIER REPLACEMENT CUMBERLAND, MAINE		CHECKED BY: BJB		SCALE: AS SHOWN	
DATE: AUG 2015		ESTIMATE SET: C		B/B	
CONTRACT NO.: 15-05		PERMIT SET: 1-21-16		B/B	
SHEET NO.: S-2		PRELIMINARY CONCEPT: A		B/B	
REV.: C		SUBMISSION: NO.		INT.	

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Civil, Marine, and Structural Engineering

7 Spruce Road • Freeport • Maine • 04032 • 207-846-9724 • info@bakerdesignconsultants.com

STATE OF MAINE
BARNEY J. BAKER
No. 5737
LICENSED PROFESSIONAL ENGINEER

\\bdc-srv\projects\15\15-05 payson pier, Cumberland\cad\15-05 payson pier condition survey structural.dwg



SHEET TITLE: PIER SECTIONS AND DETAILS		DESIGNED BY: DJB		DRAWN BY: JJC	
PROJECT: BROAD COVE RESERVE PAYSON PIER REPLACEMENT		CHECKED BY: BJB		SCALE: AS SHOWN	
DATE: AUG 2015		ESTIMATE SET 8.17.16		BUB	
CONTRACT NO. 15-05		PRELIMINARY CONCEPT 9-10-15		BUB	
SHEET NO. S-4		SUBMISSION DATE		INT.	
REV. B		NO.		DATE	

BAKER DESIGN CONSULTANTS
Civil, Marine, and Structural Engineering
7 Spruce Road • Freeport • Maine • 04032 • 207-846-9724 • info@bakerdesignconsultants.com

ABUTMENT PLAN

Labels and dimensions for the plan view include:

- North Side Wingwall:** 4'-0" wide, 1'-4" high.
- Abutment Stem Wall:** 8'-10" wide.
- South Side Wingwall:** 4'-0" wide.
- Abutment Side Wall:** 6" thick.
- Circle 1:** Located at the top center of the abutment stem wall.

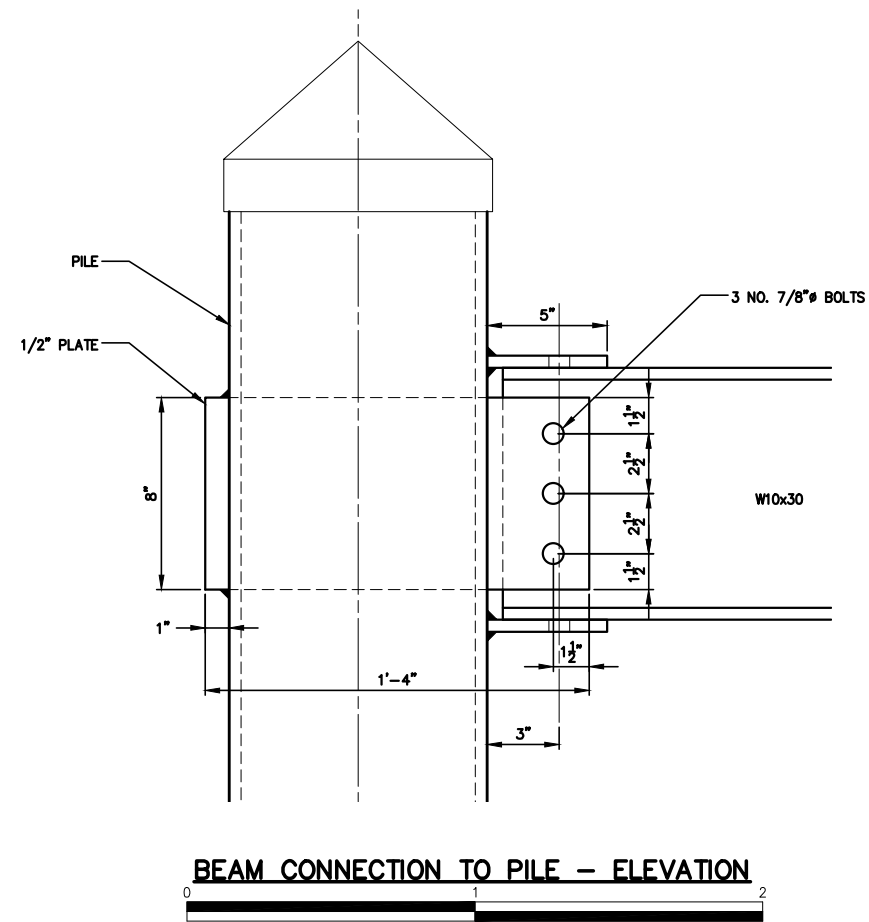
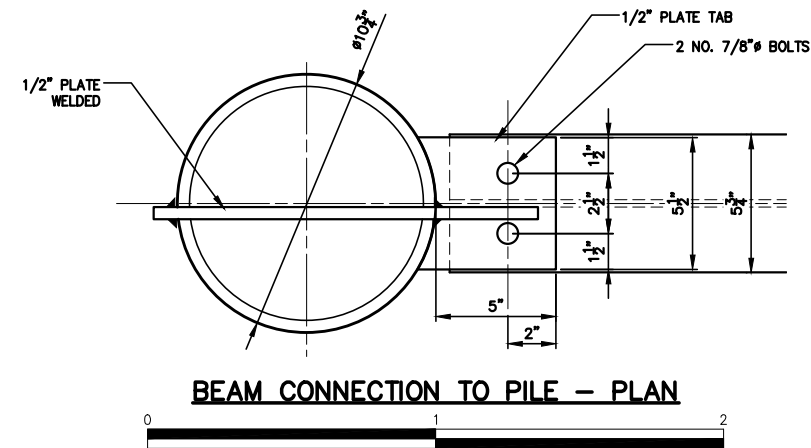
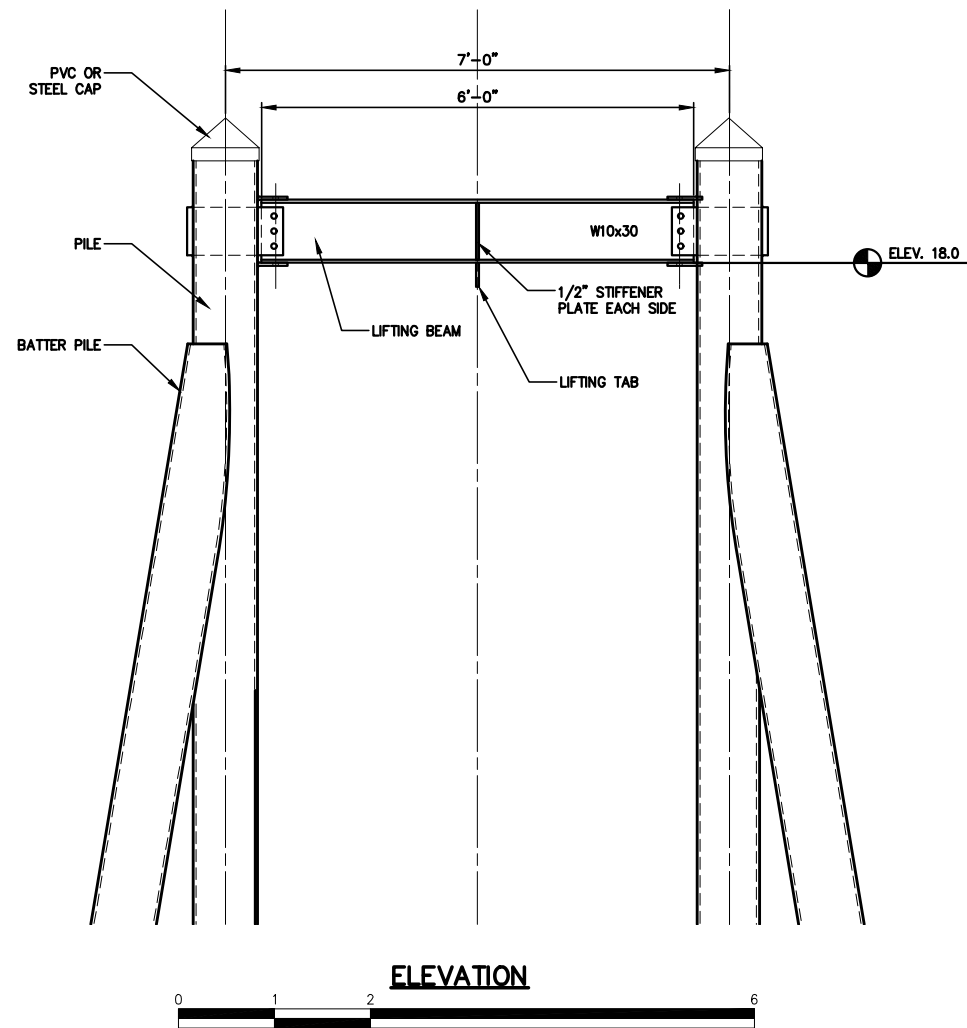
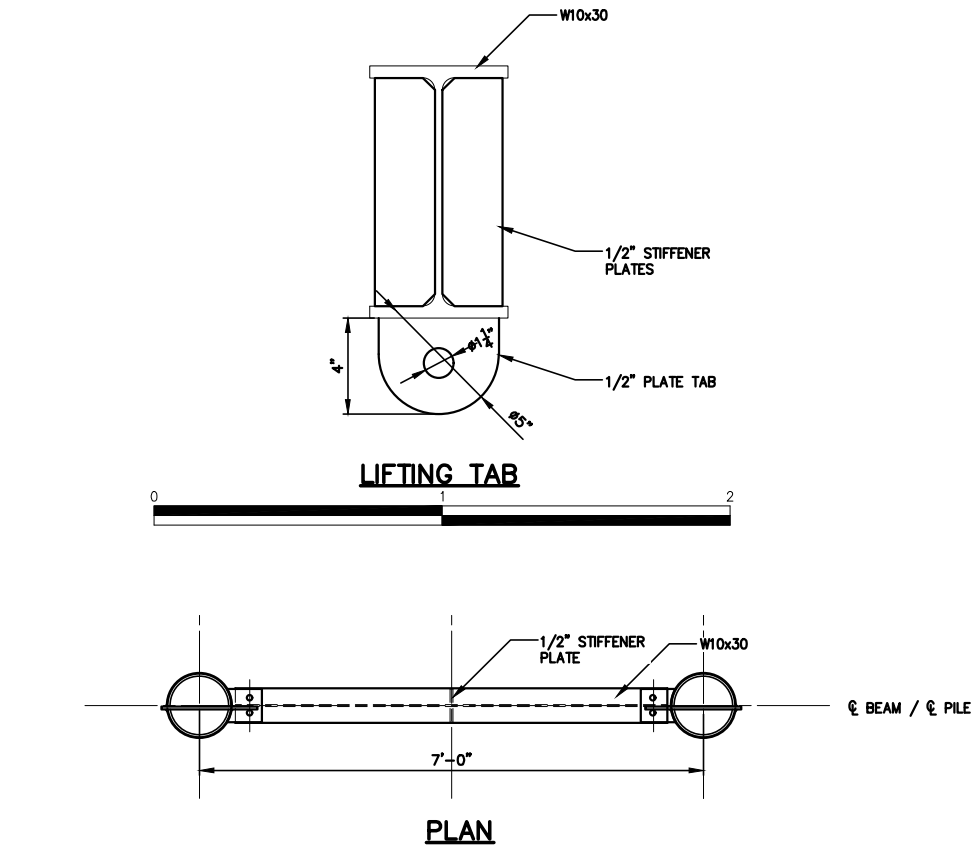
ABUTMENT ELEVATION

Labels and dimensions for the elevation view include:

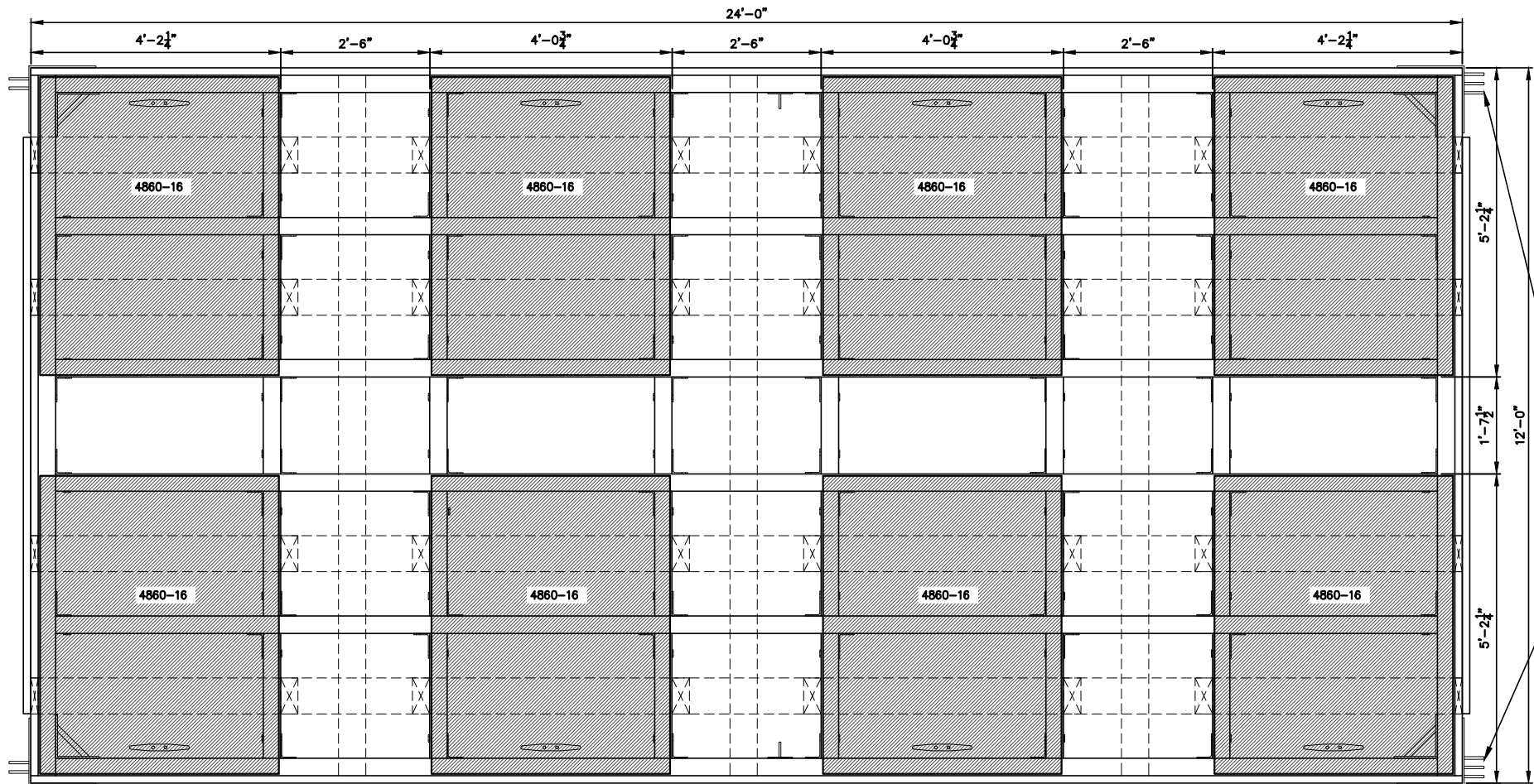
- Wingwall (North Side Only):** 3'-0" high, 4'-0" wide.
- Wingwall Footing:** 2' wide by 12" thick.
- Abutment Side Wall:** 1'-0" high, 1'-6" wide.
- UHMW Bearing Pad:** 1'-5" wide, 2'-6" high.
- Approximate Ledge Profile:** Dashed line showing the profile of the ledge.
- Remove Ledge to Create Level Shelf for Abutment:** Indicated by a dashed line.
- Pin to Ledge, Minimum 18" Embedment:** Indicated by a dashed line.
- Top of Stem EL. 16.0:** Indicated by a horizontal line.
- Fill Approach to Meet Grade:** Indicated by a dashed line.

ABUTMENT ELEVATION

Scale: 0 to 6 feet.



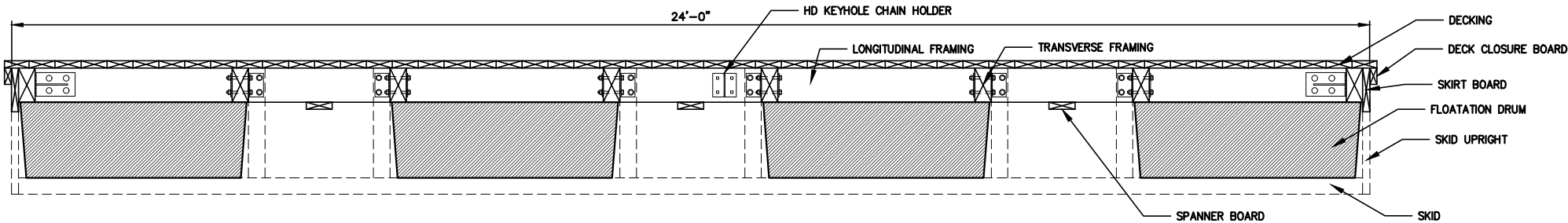
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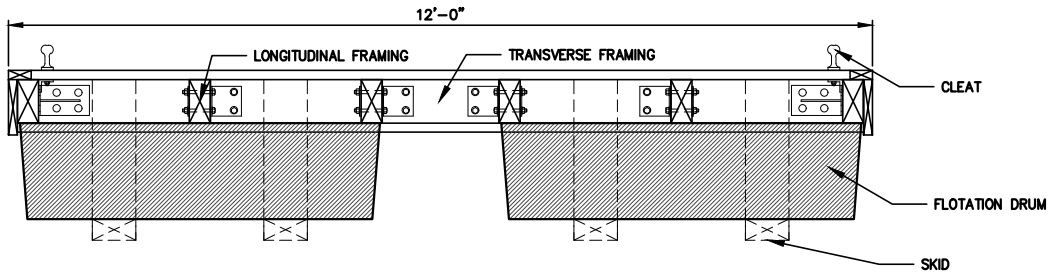
TIMBER SCHEDULE						
Timber Size	Location	% Moisture at Treatment	Treatment		Grading to SPIB	Surface Finishing
			Type	pcf		
FLOATS						
2 X 6	DECKING	19%	ACQ	0.6	No. 1	S4S
4 X 8	LONGITUDINAL FRAMING	25%	CCA	1.0	No. 1	S4S
4 X 8	TRANSVERSE FRAMING	25%	CCA	1.0	No. 1	S4S
2 X 6	SPANNER BOARD	25%	CCA	1.0	No. 1	S4S
4 X 8	SKIDS	25%	CCA	1.0	No. 2	R
4 X 8	SKID UPRIGHT - INTERIOR	25%	CCA	1.0	No. 2	R
2 X 8	SKID UPRIGHT - END	25%	CCA	1.0	No. 2	R
2 X 4	DECK CLOSURE BOARD	19%	ACQ	0.6	No. 1	S4S
2 X 10	SKIRT BOARD	19%	ACQ	0.6	No. 1	S4S

FLOAT A - USE 3/8" CORNER HINGE PLATE 3-TAB
FLOAT B - USE 3/8" CORNER NO TAB

PLAN



TYPICAL SECTION



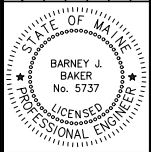
TYPICAL SECTION



FLOAT HARDWARE

- 3/8" T-TAB PLATE 3 TAB (FEMALE) (6H494)
- 3/8" T-TAB PLATE 2 TAB (MALE) (6H493)
- 3/8" BACKER PLATE (6H496)
- SMALL BACKER PLATE (6H401)
- BACKER PLATE (6H402)
- 90° STIFFENER PLATE (6H414)
- 90° SKID STIFFENER PLATE (6H418)
- 90° STIFFENER PLATE JR (6H414J)
- 3/8" CORNER HINGE PLATE 3 TAB (FEMALE) (6H492)
- 3/8" CORNER HINGE PLATE 2 TAB (MALE) (6H491)
- 3/8" CORNER NO TAB (6H490)
- 1/4" INSIDE CORNER (6H411)
- CLEAT WITH BACKING ANGLE
- HD KEYHOLE CHAIN HOLDER (6H416)

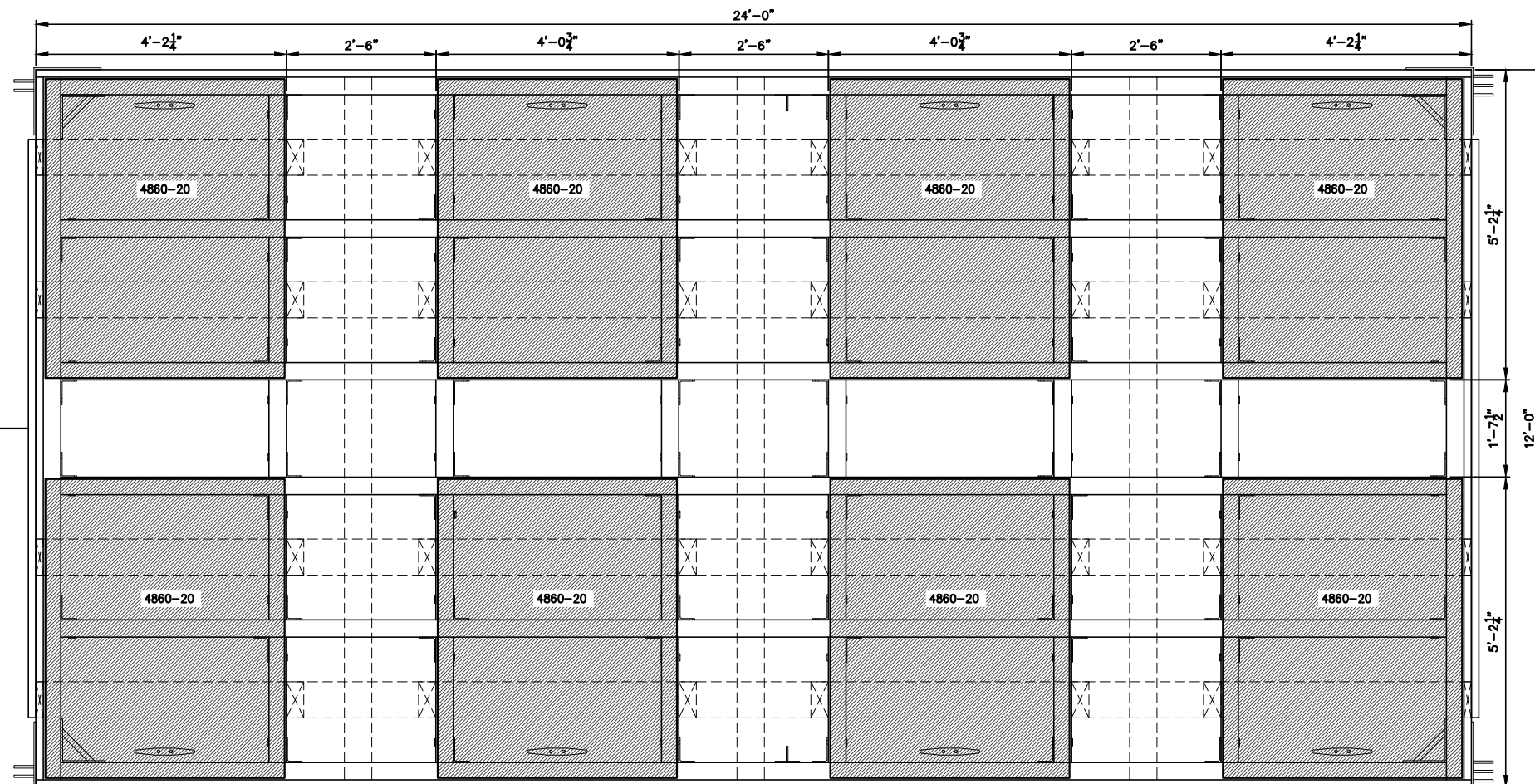
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D	ADDENDUM #1	3-2-16	BUB
C	FLOAT BID PACKAGE	2-4-16	DUB
B	PERMIT SET	1-21-16	BUB
A	PRELIMINARY FLOAT DESIGN	12-30-15	BUB
NO.	SUBMISSION	DATE	INT.



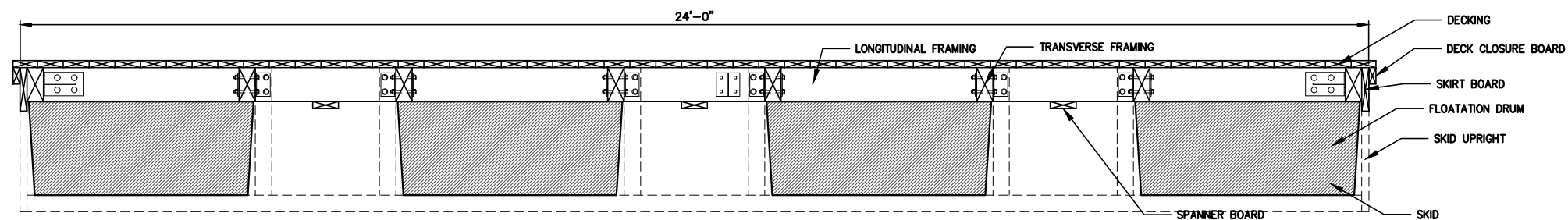
DESIGNED BY:	DUB
DRAWN BY:	JUC
CHECKED BY:	BUB
SCALE:	AS SHOWN

SHEET TITLE:	TYPICAL 12X24 FLOAT DETAILS
PROJECT:	BROAD COVE RESERVE PAYSON PIER REPLACEMENT CUMBERLAND, MAINE

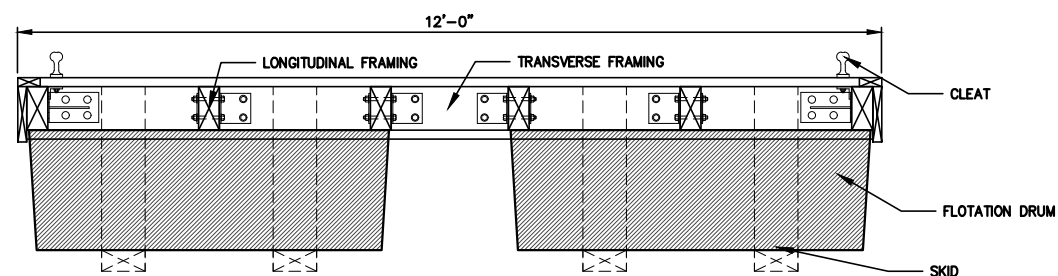
DATE:	DEC 2015
CONTRACT NO.	15-05
SHEET NO.	F-1
REV.	E



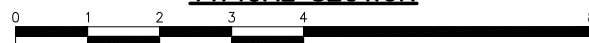
PLAN



TYPICAL SECTION

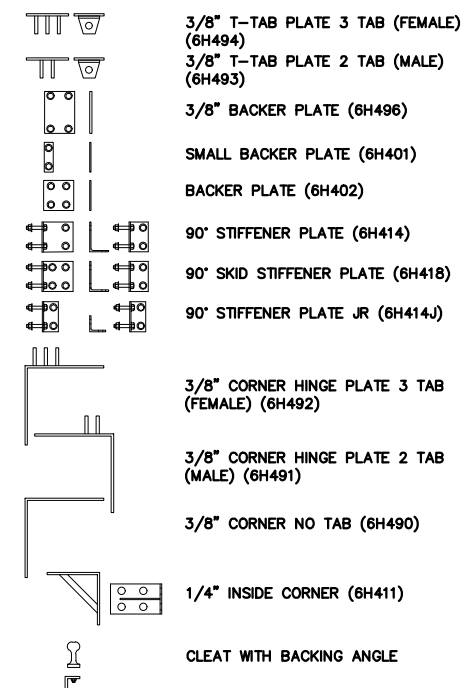


TYPICAL SECTION



TIMBER SCHEDULE						
Timber Size	Location	% Moisture at Treatment	Treatment		Grading to SPIB	Surface Finishing
			Type	pcf		
FLOATS						
2 X 6	DECKING	19%	ACQ	0.6	No. 1	S4S
4 X 8	LONGITUDINAL FRAMING	25%	CCA	1.0	No. 1	S4S
4 X 8	TRANSVERSE FRAMING	25%	CCA	1.0	No. 1	S4S
2 X 6	SPANNER BOARD	25%	CCA	1.0	No. 1	S4S
4 X 8	SKIDS	25%	CCA	1.0	No. 2	R
4 X 8	SKID UPRIGHT - INTERIOR	25%	CCA	1.0	No. 2	R
2 X 8	SKID UPRIGHT - END	25%	CCA	1.0	No. 2	R
2 X 4	DECK CLOSURE BOARD	19%	ACQ	0.6	No. 1	S4S
2 X 10	SKIRT BOARD	19%	ACQ	0.6	No. 1	S4S

FLOAT HARDWARE

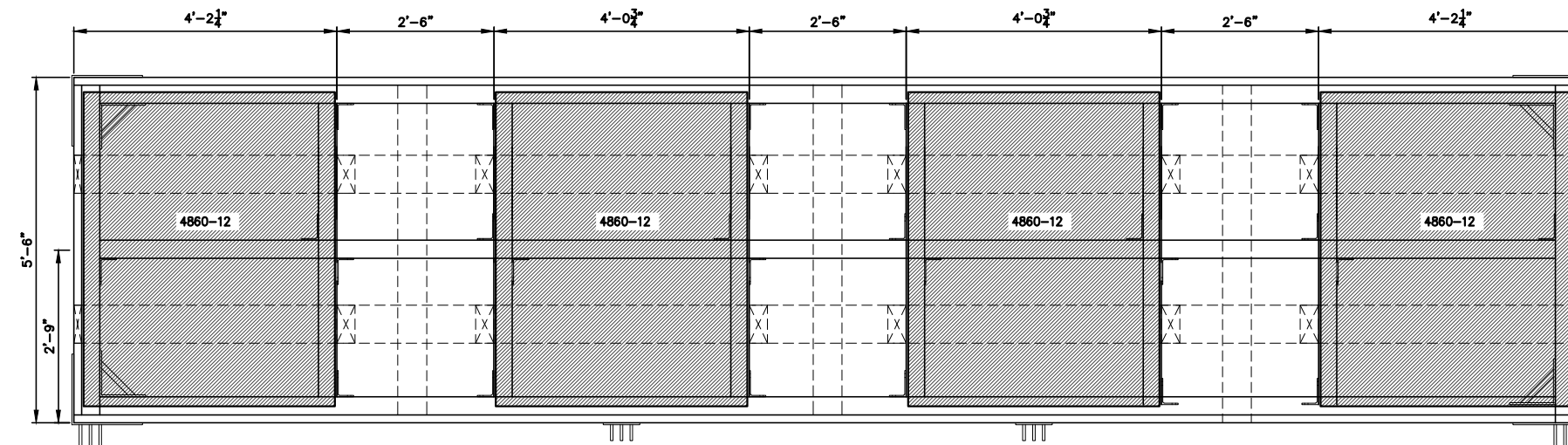


STATE OF MAINE
BARNEY J.
BAKER
No. 5737
LICENSED
PROFESSIONAL ENGINEER

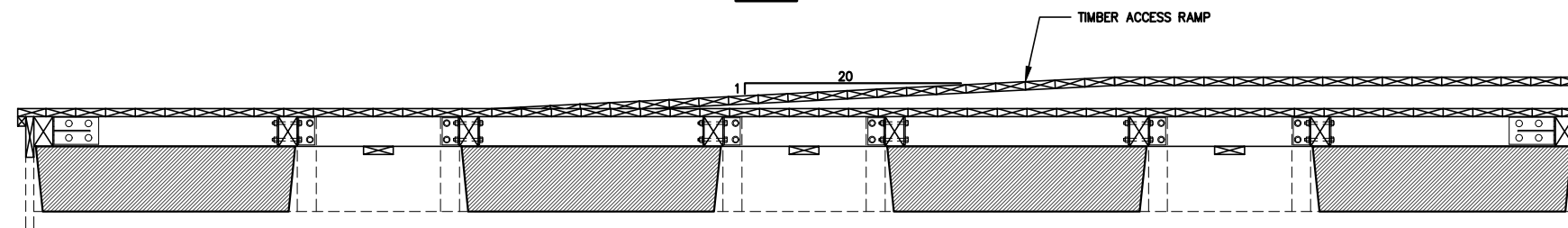
DRAWN BY:	DJB
CHECKED BY:	JJC
SCALE:	AS SHOWN

12X24 GANGWAY FLOAT DETAILS

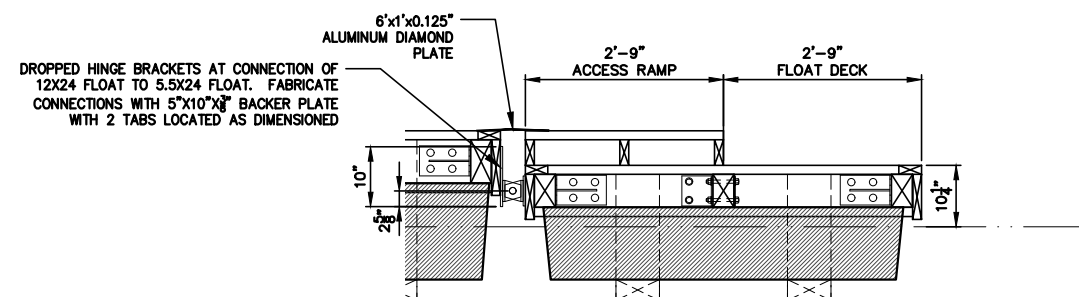
DATE DEC 2015	
CONTRACT NO. 15-05	
SHEET NO. F-2	REV. B



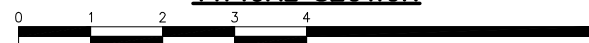
PLAN



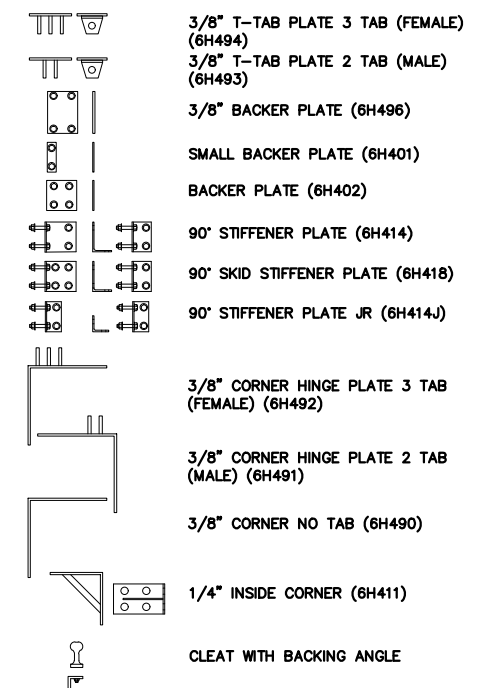
TYPICAL SECTION



TYPICAL SECTION



FLOAT HARDWARE





Coastal Waters Committee Minutes

Meeting Minutes
Wednesday, October 19, 2016
6:00 PM – 8:00 PM
Council Chambers

Present: Chairman Lew Incze, Vice Chairman David Witherill, Brent Sullivan, Mike Schwindt, Richard Thompson, Bob Vail, and David Carlson.

Absent: Hugh Judge

Town Staff: Bill Shane, Town Manager; Thomas Gruber, Councilman; Charles Rumsey, Chief of Police; Milton Calder, Lieutenant; and Jean Duchesneau, PD Administrative Assistant.

Guest: Barney Baker, PE; Baker Design Consultants

Call to Order

Lew Incze called the meeting to order at 6:02 p.m. Lew proposed we keep to the time frame outlined within the agenda due to the number of items listed. His request was that we broadly go over all the items and then at a later date during a workshop dig deeper into the issues. Lew asked for approval to conduct the meeting in this manner. All were okay with the format of the meeting.

I. Approval of the September Minutes

Approval of David Witherill's letter containing the recommendations for the "Wharfing Out Permit – Cunningham 8 Broad Cove Way" was submitted as the September Minutes. Lew asked how the September meeting went in his absence and David Witherill stated it went smoothly. There were no problems.

Approved.

II. Brief Note: Eelgrass Survey Results (L. Incze)

A brief review/discussion of the handout "Broad Cove Pier Replacement 2016 Baseline Report, Eelgrass Monitoring – Broad Cove, Cumberland, Maine by Normandeau Associates Environmental Consultants" was conducted.

Comments/Discussion:

- The report indicates that at this time the health of the eelgrass bed in the Broad Cove area is good.

- In an effort to minimize damages, Maine DEP put a requirement on the Town of Cumberland to get involved in a monitoring effort to look at changes in the eelgrass in the access channel between the deep water portion of the cove and the pier.
- Maine DEP supplied us with a five year monitoring plan, which was accepted by the Town. Normandeau will continue to collect data in accordance with the plan.
- Survey Costs: \$28,000.00 for the 5 year monitoring program. Barney Baker was instrumental in saving the Town money with this program.

III. Pier at Broad Cove Reserve. Part I. Replacement Project

- New cost estimates and engineering evaluation (B. Baker)
Lew stated the report shows costs have increased substantially from \$350,000 to \$515,000 with Prock Marine. The increase is driven by the increased costs of operations. The increase can be reviewed in more depth at a later workshop. The report was reviewed and discussed and will need further review in the future.

There was discussion regarding the increase in three aspects of the project: labor and equipment for construction, mobilization and demobilization, and concrete related steps. Ultimately, Barney stated they clearly received a low estimate. They used a 2004 estimate of a similar project combined with our project needs. Prock Marine is not the business of giving fine-tuned bids and therefore gave us a high estimate. This was an estimate and not a bid from Prock.

Discussion followed about what other marines may be interested in bidding on the project. Bill Shane stated he had sent the project out for a second bid and hopefully that would be in soon. Bob Vail inquired about piecemealing the project out. Barney stated he felt having one general contractor for the entire job is better. Lew stated further discussions would be needed at a later workshop regarding the details of this project.

- Grant application to state; funding schedule (B. Baker and W. Shane)
Small Harbor Improvement Program (SHIP) has a rolling grant available. The Town can apply for the grant at any time. This grant could match 50% up to \$250,000. Barney advised the Town to apply for a total match of 50% on the application up to the limit of \$250,000. Barney also stated the process would begin with a Letter of Intent to file an application, a meeting with DOT to discuss the application and the possibilities the State would want to finance it.

Bill Shane stated a Letter of Intent has been filed as a place holder indicating our interest in the grant, and to arrange for some people to look at the site. It would also allow time to meet with the council, depending upon what the commission wants to do with the application. He would like to bring the matter to the council in the November meeting with the recommendation to apply for the grant.

The timeline would be to apply for the grant in 2016 (as soon as possible), and a decision to be made sometime in 2017 with the funding available sometime in calendar year 2018.

Bill Shane stated that with the monies committed from Bateman, the reserve accounts and if the state grant comes through, we would have it. He would like to see a possible reduction in the costs of at least 25% to get us closer to where we started. The Town is waiting for the second contractor's bid. Bill stated he felt we should not delay and that the commission should move forward with the request for authorization to go forward with the grant.

- Action required: vote to prepare/submit application
Lew asked for approval from the commission to go to the town council with the proposal that we apply for this grant to see how much money we can get from the state towards this project. All in agreement; let's take a vote.

Motion: We recommend to the council to apply for the grant through the state for a pier facility.

Moved by: David Witherill

Seconded by: Richard Thompson

Vote: Unanimous

Lew asked if all were in agreement to meet at a later date (meeting or workshop) to dig deeper into the various pier specifics, design considerations and costs. We should have the second bid by then and have a clearer picture of costs. Bateman could possibly increase their participation in the project and with a successful grant application, this project could come in closer to our original budget estimates.

There was general discussion over the timeframe regarding the bid proposals and availability of the SHIP grant monies. Barney stated the SHIP grant is a rolling grant and funds are usually available in January.

Timeline estimate: Send out advertised bid proposals in the fall 2017 with funding available sometime in 2018 and an opening date of June 2018 (earliest) or June of 2019 (latest).

All agreed to a follow up meeting to discuss the details and the pier project (usage, floats, moorings).

IV. Pier at Broad Cove Reserve. Part II. Current Operations

- 2016 usage report (W. Shane)
- 2016 operating costs (include access channel markers) (W. Shane)
- Proposed parking lot: size and potential issues (W. Shane)

It was a very active summer at the Reserve, between 5,000-6,000 users. The floats were a hotspot. We had a number of people come in by boat to check it out. The low mooring usage may be due to the late start this year.

Pier usage was light. High school/college-aged kids used it for sunbathing. Most of the use was beach based and not mooring or boat based.

Parking area by Route 88 has 38 spots and we will be restricting those to 2/3 residents and 1/3 out of town users. This may affect the numbers next year. The staff at the facility this year felt that over 50% of the users this summer were from out of town. There was a lot of walking traffic from the surrounding neighborhoods. No overflow parking will be allowed. When it is staffed, people will be allowed to drive down and drop things off and return to the lot. However, there will be a gate installed so that no one can enter once the facility is closed. Details regarding this are still being worked on. There were some security issues over the summer and the town and police are addressing them.

Bill stated he had heard all positive comments from the users. Having the golf cart to transport from the lot to the beach was a plus. Next year they will probably shuttle down to the beach on the hour and back to the lot on the half-hour. More specifics about a shuttle system to be put in place will be forthcoming.

David Carlson used the facility for kayaking, and stated the estimated times for pick up and drop off were not accurate. It took him approximately 10-15 minutes to unload and 20-25 minutes to load up.

- Recommendations for 2017 season
Bill stated to share what you hear.

David Chase was the low bidder on the parking area. Hopefully the trees will start to be cut next month and he will be working on the area over the winter. It has to be done by April 1st.

Lew stated hopefully the floats will be in for the full season next year and we can get a better assessment of waterfront usage.

Bill asked if we should consider a kayak loading attachment for one of the floats. After some discussion, it was determined that it was easier to launch a kayak from the beach than the float due to the height difference. There was some discussion about a semi-submerged float for kayaks. It was decided to wait on the idea.

V. Broad Cove Mooring Field

- Permits vs. installed moorings (L. Incze)
- Operating costs and income (W. Shane)
- Recommendations for 2017 (current permit holders; new applications; and number of temporary markers to install)

Twenty (20) mooring applications (completed and paid) for Broad Cove this year.

Twenty (20) temporary markers were put out (outside the eelgrass zone and access channel).

Only two (2) occupied moorings out of the 20 permits issued. We are unsure why this is; perhaps it is the distance to the mooring, parking, and/or the pier access distance. A discussion followed. It was recommended to send out a letter to the permit holders explaining our position and to determine what their intentions are for next year for the mooring.

Bill suggested to put the temporary markers out early and then send a letter out to permit holders saying if you don't get a permanent mooring in this summer, we will free up the spot for someone else in the following season.

Feedback is needed from the permit holders. Lew will draft a letter to the permit holders to gather information from them regarding the process, their mooring intent and usage of the mooring/pier.

It was suggested to set the same number of channel markers as this past season. It may be excessive, but it may help with the eelgrass monitoring program.

The new application process should wait until we get the feedback from the permit holders and then we can decide on how to proceed in a future meeting.

VI. Discussions: Over-All Reflection on Items 2-4

- Determine what the usage of the pier reflects, boating vs beach/land use.
- Contractor vs the farming out of parts of the pier project, wood vs aluminum and other cost saving ideas to keep within budget.

VII. Survey of Cumberland Moorings

- Results (L. Incze)
Database needs to be cleaned up and updated with current information.
Moorings – very few were in compliance. Most moorings were untraceable, no names, no numbers.
- Recommendations (immediate communication; 2017 action plan)
Send a letter to all mooring holders advising what occurred when we went out to check the moorings and to insist on full compliance. The letter should come from both the Coastal Water Commission and the Harbormaster. Lew will draft the letter using Coastal Water Commission letterhead, listing all members and having Milton cosign as the Harbormaster.

Check with mooring companies to see who may have installed moorings within Cumberland to get an active list.

Insist upon full compliance of the ordinance with the permit holders.

Do a survey before sending the letter. Contact the people on the mooring list via telephone and do a mini survey to find out what's going on and here's what we are planning to do; as well as notify them they will be getting a letter in the next month or so outlining what is next in the program and hope they can participate and give us some feedback.

VIII. Changes in Staffing of CWC

Bill stated that the Town Council directed him and the ordinance committee to restructure how committees in this community work. The CWC committee is a standing committee so nothing will change on this committee except for one additional responsibility. The committee will be responsible for the area from the beach water side at Broad Cove Reserve and will be in charge of the pier, the kayaking area, the balls and all the mooring stuff.

Jean Duchesneau will be staffing the committee along with the Police Chief, Charles Rumsey, and Lieutenant, Milton Calder. This will align the permitting and enforcement sides again.

VIII. New Business

Discussions need to take place in the future regarding how to handle the trash problem at Broad Cove.

Set next meeting date: November 16, 2016 at 6 PM and then December 21, 2016 at 6 PM.

Set topic(s) for next meeting:

- Better understanding of usage and costs of the pier, pier vs floats alternatives, contractors vs farming out parts of the pier regarding the costs.
- Better understand the Prock estimate.
- Ask a structural engineer come to the next meeting.
- Review the second opinion on the pier project.
- Review the feedback from the permit holders.

X. Adjournment

Motion: To adjourn at 8:07 p.m.

Moved by: Bob Vail

Seconded by: Richard Thompson

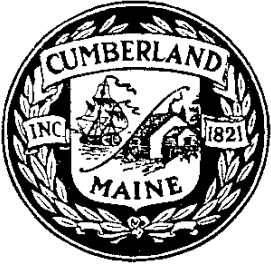
Vote: Unanimous

Respectfully Submitted,
Jean Duchesneau

ITEM

16-154

To hold a Public Hearing to consider and act on amendments to the
Contract Zone Agreement for Cumberland Foreside Village
per the new process adopted



MEMORANDUM

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

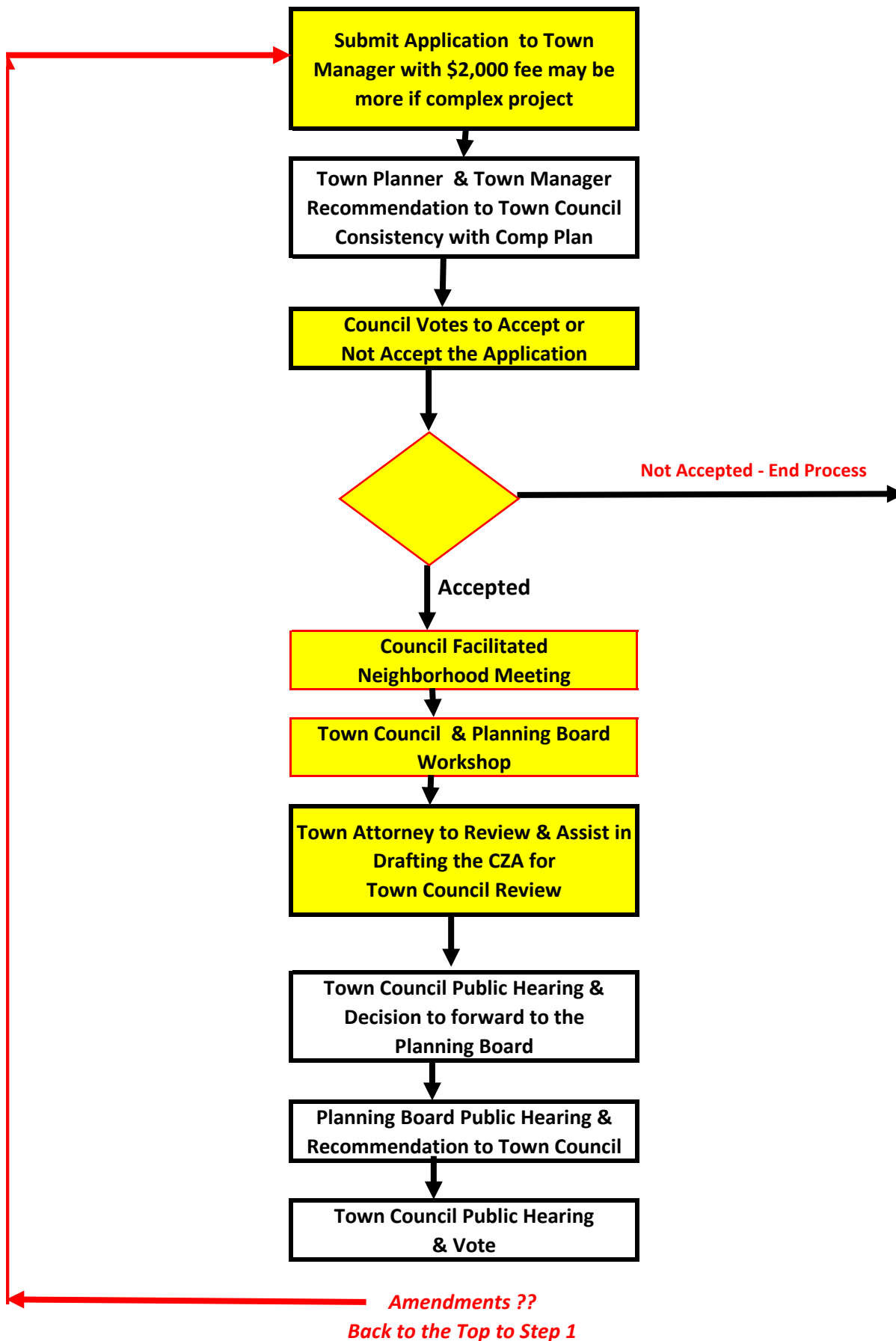
To: Town Council
From: William R. Shane
Subject: 16-154 – CZA Amendment Request CFV
Date: November 9, 2016

Tom Greer, representing David Chase the developer for Cumberland Foreside Village (CFV),

Will be requesting an amendment to the CZA. Per your previously anticipated adopted revisions to the Town Code, the new CZA process must be followed.

This is essentially the starting line for the CZA process. Carla and I have met with Tom Greer and David Chase to discuss the new process and they understand the additional steps required.

As an amendment to the current CZA, we believe the application can proceed to the next step. We have purposefully tried not to answer or forward questions regarding this proposed amendment to respect the new process developed by the Ordinance Committee.



File: 16164

PINKHAM & GREER
CIVIL ENGINEERS

28 VANNAH AVE. PORTLAND, ME. 04103
Tel: 207.781.5242 Fax: 207.781.4245

November 3, 2016

Mr. Bill Shane, Town Manager
Town of Cumberland
290 Tuttle Rd
Cumberland, ME 04021

RE: REQUEST FOR CHANGE TO THE CONTRACT ZONE
CUMBERLAND FORESIDE VILLAGE

Dear Bill,

On behalf of David Chase, we request the Council consider a change to the Contract Zone for Cumberland Foreside Village. Based on the market demand for housing and the lack of interest in the commercial lots, we would like the Board to consider additional housing on site.

We have completed a Concept Plan as to where we would like to expand the housing component of the project. This allows extension of the existing street system with an emergency connection to Skyview Drive. Also included is a Master Plan of how we see the full buildout of the project.

We would like the following 4 changes to the Contract Zone:

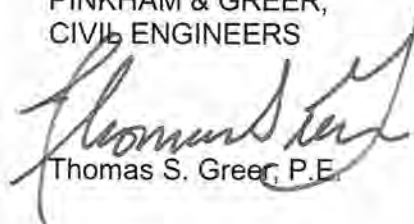
1. ~~II~~ Permitted uses within the zone:
 - B) Up to ~~450~~ **185** residential dwelling units...
2. We would like Lot 9 removed from the Contract Zone and use the underlying OC South as the zoning for the project.
3. Exhibit D
 - Sidewalks along buildings ~~and a trail in the I-295 buffer~~ are required.

Attached is a Concept Plan that will give the Council an appreciation of the location of these new homes. Please note these homes will be 10 to 15 feet below the current homes.

Thank you for consideration of our request.

Sincerely,

PINKHAM & GREER,
CIVIL ENGINEERS



Thomas S. Greer, P.E.

cc: (1) David Chase, (1) File

Enclosures

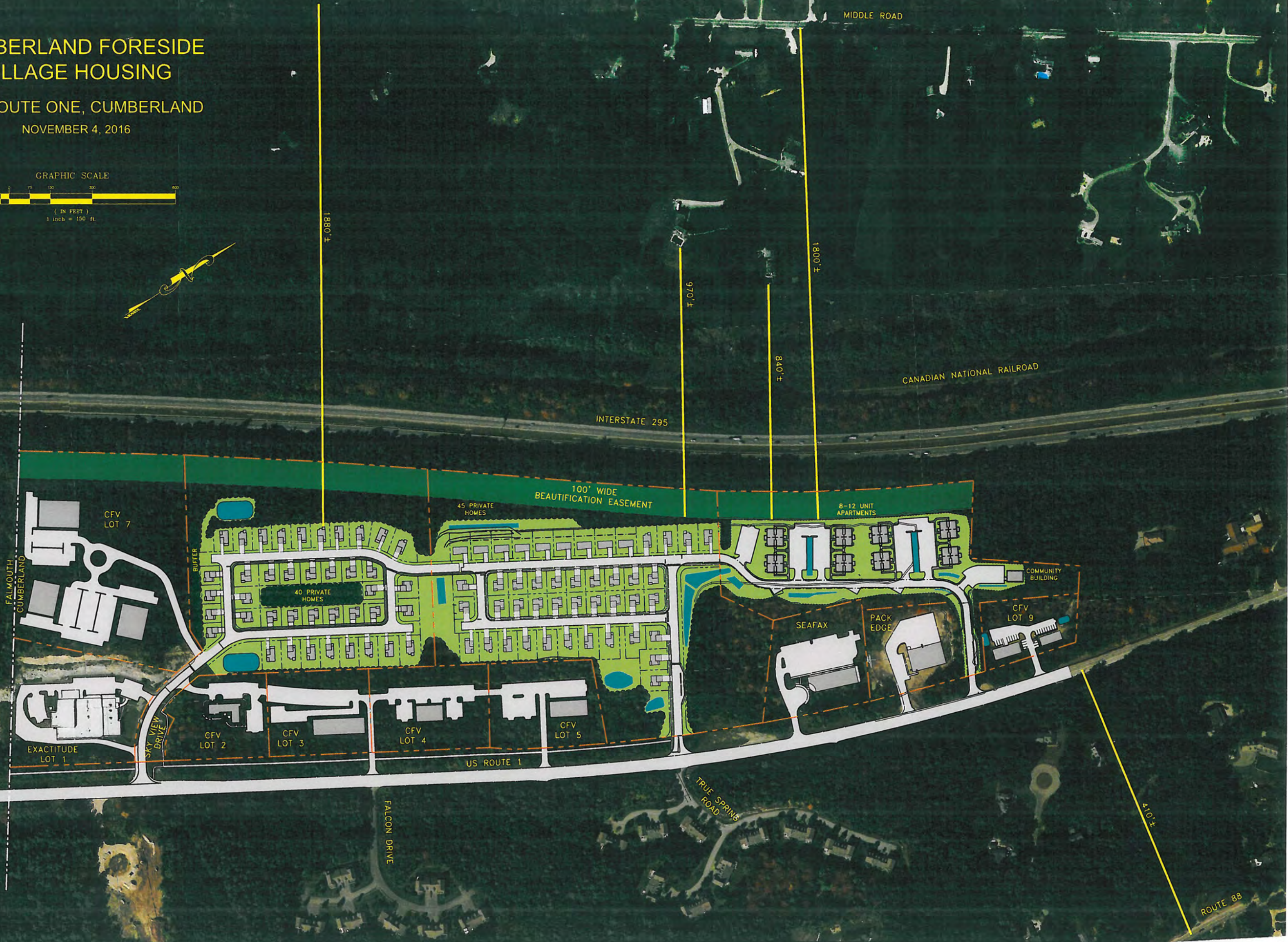
TSG/rjs



CUMBERLAND FORESIDE VILLAGE HOUSING
U.S. ROUTE ONE, CUMBERLAND
NOVEMBER 4, 2016

CUMBERLAND FORESIDE
VILLAGE HOUSING

U.S. ROUTE ONE, CUMBERLAND
NOVEMBER 4, 2016




ITEM

16-155

To set a Public Hearing date of November 28th to consider and act on draft zoning map amendments to rezone property at Tax Assessor Map U07, Lot 16 to change zoning designation from Rural Residential One (RR1) to Highway Commercial (HC), as recommended by the Planning Board

A map showing land parcels. The top half is green, and the bottom half is light blue. A diagonal dashed line separates the two. A yellow callout points to a specific parcel outlined with a red dashed line. The parcel is located south of a road labeled 'CROSS RD' and west of a road labeled 'LONGWOODS RD'. A road labeled 'MAIN ST' runs diagonally across the green area. A road labeled 'COREY RD' runs diagonally in the upper right. The parcel is labeled 'U 07 Lot 16' and contains text about its area and zoning.

U 07 Lot 16
.46 Acres (Red dash)
RR1 to HC
Current Parcel = 1.09 Acres



U 07 Lot 16
.46 Acres (Red dash)
RR1 to HC
Current Parcel = 1.09 Acres

MAIN ST

CROSS RD

COREY RD

LONGWOODS RD



M E M O R A N D U M

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

To: Planning Board
From: William R. Shane, Town Manager
Date: November 9, 2016
Re: Zone Change – RR 1 to HC

I was approached by the family who owned the former RR siding property to determine the uses available to them with this property. At some time in the future they would like to develop this property into some type of retail operation which would help support the farm. As you may know or have seen, there has been a substantial investment in the homes and properties on the former Merrill farm. The improvements to date have been significant and truly have made this area a very picturesque site in our community.

In discussions with our Code Officer, both he and I felt that having the parcel in one zone would make development in the future much easier to permit and enforce. The HC allows for additional commercial uses not afforded in the RR1. This map change is consistent with our comprehensive plan which strongly supports business that would enhance the sustainability of farming in our community.

I believe this is a housekeeping exercise and will help clean-up and clarify our Zoning Map. I am hoping for your recommendation to the Town Council in support of this request. I have attached the allowed uses in each zone for your review.

(1) The following uses are permitted in the RR1 District:

- (a) Single-family detached dwellings.
- (b) Duplex dwellings.
- (c) Multiplex dwellings, subject to the provisions of § **315-44**.
- (d) An accessory dwelling unit as permitted in § **315-45A**. [Added 11-26-2012]
- (e) Agriculture.
- (f) Animal husbandry on a site greater than three acres.
- (g) Timber harvesting, subject to the provisions of § **315-68**.
- (h) Manufactured housing and mobile homes in the Mobile Home Park Overlay Zones as delineated on the Official Town Zoning Map. [Amended 9-10-2012]
- (i) Private airport, personal use, subject to site plan review and to the provisions of § **315-58**.
- (j) Private heliport, personal use, subject to site plan review and to the provisions of § **315-58**.
- (k) Sewer pumping stations, subject to the provisions of § **315-59D**.
- (l) Antennas as defined in § **315-4**, subject to site plan review and § **315-72**.
- (m) Animal husbandry on a site of three acres or less.
- (n) Cemeteries, subject to site plan review.
- (o) Religious institutions, subject to site plan review.
- (p) Private schools, subject to site plan review.
- (q) Residential care facilities (see § **315-71**).
- (r) Day-care centers and nursery schools for no more than 20 children, subject to the provisions of § **315-47** and site plan review.
- (s) Day-care center, adult, for no more than 20 persons, subject to site plan review or special exception as required.
- (t) Boarding kennels, subject to site plan review.
- (u) Private kennels.
- (v) Riding stables and schools, subject to site plan review.
- (w) Extraction and/or bulk storage of groundwater or springwater for municipal or quasi-municipal purposes, subject to the provisions of § **315-69**.
- (x) Outdoor recreational facility, subject to site plan review.
- (y) Aboveground utility lines not located within public ways.
- (z) Municipal uses and buildings, subject to site plan review.
- (aa) Accessory structures of public utilities, subject to site plan review.

- (bb) Veterinary office.
- (cc) Farm-based retail.
- (dd) Uses and buildings accessory to those above.
- (2) The following uses are allowed as special exceptions in the RR1 District, requiring the approval of the Board of Adjustment and Appeals:
 - (a) Home occupations.
 - (b) Home-based occupations.
 - (c) Temporary sawmills, subject to the provisions of § 315-66.
 - (d) Uses and buildings accessory to those above.
- (3) The following lot standards apply in the RR1 District:
 - (a) Minimum lot size of four acres, except that the minimum lot size shall be two acres for a lot served by sewer.
 - (b) In the case of duplex or multiplex development, there shall be no less than 2.5 acres of lot area per dwelling unit, except that the minimum lot area per dwelling unit for a lot served by sewer shall be one acre.
 - (c) There shall be no less than 200 feet of lot frontage.

§ 315-11 Highway Commercial District (HC).

- A. The following uses are permitted in the HC District: **[Amended 7-23-2012]**
 - (1) Single-family detached dwellings.
 - (2) Duplex dwellings.
 - (3) Multiplex dwellings.
 - (4) An accessory dwelling unit as permitted in § 315-45A. **[Added 11-26-2012]**
 - (5) Business and professional offices.
 - (6) Cafe. **[Added 6-1-2015]**
 - (7) Catering. **[Added 6-1-2015]**
 - (8) Commercial kitchens. **[Added 6-1-2015]**
 - (9) Health and fitness studio. **[Added 6-1-2015]**
 - (10) Outdoor seating area. **[Added 6-1-2015]**
 - (11) Restaurants.
 - (12) Personal services.

- (13) Private clubs.
- (14) Lodging houses.
- (15) Private schools.
- (16) Landscaping services.
- (17) Retail store.
- (18) Gasoline station.
- (19) Motor vehicle sales.
- (20) Motor vehicle service/repair.
- (21) Timber harvesting, subject to provisions of § **315-68**.
- (22) Hotels; motels.
- (23) Buildings accessory to single-family dwellings.
- (24) Telecommunication facilities, subject to site plan review and the provisions of § **315-72**.
- (25) Municipal uses and buildings.
- (26) Agriculture.
- (27) Animal husbandry.
- (28) Private heliport, personal use, subject to site plan review and to the provisions of § **315-58**.
- (29) Sewer pumping stations, subject to the provisions of § **315-59D**.
- (30) Additions to and accessory structures to single-family dwellings existing as of the effective date of this amendment.
- (31) Contractor's space.
- (32) Warehousing and wholesale distribution related thereto, but exclusive of junkyards and salvaging operations.
- (33) Transportation facilities.
- (34) Light manufacturing, as defined.
- (35) Day-care centers and nursery schools, subject to the provisions of § **315-47** and site plan review.
- (36) Day-care center, adult, for no more than 20 persons, subject to site plan review or special exception as required.
- (37) Boarding kennels.
- (38) Aboveground utility transmission lines not located within public ways.
- (39) Accessory structures of public utilities.
- (40) Veterinary office.
- (41) Uses and buildings accessory to those above.

B. The following uses are allowed as special exceptions in the HC District, requiring the approval of the Board of Adjustment and Appeals:

- (1) Home occupations.
- (2) Home-based occupations.
- (3) Home-based retail.
- (4) Day-care homes.
- (5) Uses and buildings accessory to those above.

C. The following lot standards apply in the HC District: **[Amended 7-23-2012]**

- (1) Minimum lot size of 40,000 square feet, which allows for up to two principal uses.
- (2) In the case of a duplex or multiplex dwelling, the minimum lot size shall be 20,000 square feet per dwelling unit.


ITEM

16-156

To set a Public Hearing date of November 28th to consider and act on accepting Old Colony Lane (Phase 2) as a Public Road

TABLED

NEW BUSINESS



Thank you for your kindness

To Nov. 9, 2016
Cumberland Town Council
Town Employees,

Thank you so much for
the lovely floral arrangement.
Rick, Greg, Cathy and I and the
entire Sweetser family
appreciate your thoughtful
gift was certainly a

kind and loving man.

Thank you,
Connie Sweetser

SAVE THE DATE!

You are Invited to Help Shape the Future of the Region

Date: Tuesday, November 29, 2016

Time: 6:00 PM

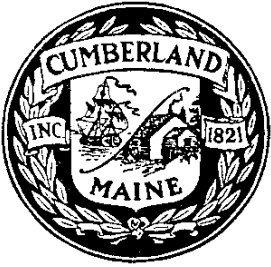
Meeting Location: Merrill Memorial Library, 215 Main Street, Yarmouth
Lewis Hall on the 3rd Floor

The Greater Portland Council of Government (GPCOG) invites local elected officials and municipal staff from Cumberland, Falmouth, Freeport and Yarmouth to participate in a small roundtable discussion exploring the most significant challenges and opportunities facing both your community, and the larger Greater Portland region. The feedback gathered from these discussions will guide GPCOG's work with our member cities and towns, and help us leverage more resources to build prosperity for all residents in the region. Additionally, this feedback will be critical in shaping our future work together, and inform our organizations five-year strategic plan.

The Towns, GPCOG, and County officials can celebrate the success of our many collaborations and regionalized efforts already in place, and explore ideas and areas of opportunity to work together even more.

Representative of the Towns of Chebeague, North Yarmouth, Pownal and Durham are also invited, but to accommodate conflicting schedules a separate date and invitation is being planned for those towns as well.

WORKSHOP



MEMORANDUM

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

To: Town Council
From: William R. Shane
Subject: 16-149 Marijuana Moratorium
Date: November 9, 2016

With the possible passing of Question One the legalization of retail sales of marijuana may now become law. As the voters of Cumberland rejected this referendum 2788 – 2679 (51% - 49%), I would recommend retail sales be prohibited.

The prohibition will require ordinance language to be drafted and added to our codes. I recommend the Ordinance Committee work with Town Staff and the Town Attorney to develop language to prohibit the retail sales of marijuana as directed by the voters of Cumberland.

I would further recommend the attached moratorium of retail sales of marijuana be adopted for up to 180 days, so that the Ordinance Committee can address the issue.

I would recommend the abbreviated motion as follows:

NOW, THEREFORE, be it ordained by the Town Council of the Town of Cumberland, that the following Moratorium Ordinance on Retail Marijuana Establishments and Retail Marijuana Social Clubs be, and hereby is, enacted as attached to these minutes, and, in furtherance thereof, the Town Council does hereby declare a moratorium on the location, operation or licensing of any retail marijuana social clubs and any retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, within the Town.

**TOWN OF CUMBERLAND MORATORIUM
ORDINANCE ON RETAIL MARIJUANA ESTABLISHMENTS
AND RETAIL MARIJUANA SOCIAL CLUBS**

WHEREAS, a ballot initiative to legalize, regulate and tax marijuana for non-medicinal purposes known as the “Marijuana Legalization Act” proposed to be codified in the Maine Revised Statutes in Title 7, chapter 417, was approved by a State-wide referendum election on November 8, 2016; and

WHEREAS, the Act authorizes municipalities to regulate the number of retail marijuana stores and the location and operation of retail marijuana social clubs and retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, as those terms are defined in the Act, as well as the option to prohibit the operation of retail marijuana social clubs and retail marijuana establishments, including stores, cultivation facilities, manufacturing facilities and testing facilities within its jurisdiction; and

WHEREAS, the Act does not limit the privileges or rights afforded by the Maine Medical Use of Marijuana Act (22 M.R.S.A. §§ 2421 – 2430-B) to qualifying patients, primary caregivers, or registered dispensaries, including cultivation facilities;

WHEREAS, the Town’s current Code of Ordinances provides for regulations of medical marijuana cultivation facilities and dispensaries pursuant to the Maine Medical Use of Marijuana Act cited above, but does not include any regulations related to retail marijuana establishments or retail marijuana social clubs under the Act; and

WHEREAS, the unregulated location and operation of retail marijuana establishments and retail marijuana social clubs within the Town of Cumberland raises legitimate and substantial questions about the impact of such establishments and social clubs on the Town, including questions of the compatibility of retail marijuana establishments and social clubs with existing uses and development in residential, commercial and industrial zoning districts; the possible connection of retail marijuana establishments and social clubs with medical marijuana cultivation facilities and dispensaries; the potential adverse health and safety effects of retail marijuana establishments and social clubs on the community if not properly regulated; the possibility of illicit sale and use of marijuana and marijuana products to minors and misuse of marijuana and marijuana products by those who would abuse the uses authorized under the new law; potential criminal activity associated with the cultivation, manufacturing, sale and use of marijuana and marijuana products for non-medicinal purposes and the potential increased burden on the public safety agencies serving the

Town in responding to the same; and the adequacy of the Town's streets and infrastructure to accommodate the additional traffic and/or population that may result from the presence of retail marijuana establishments or social clubs; and

WHEREAS, the possible effect of the location and operation of retail marijuana establishments and/or retail marijuana social clubs within the Town has serious implications for the health, safety and welfare of the Town and its residents; and

WHEREAS, the Town needs time to review the Act and to review its own Code of Ordinances to determine the implications of future proposed retail marijuana establishments and/or social clubs to develop reasonable ordinances governing the location and operations of such establishments and social clubs to address the concerns cited above; and

WHEREAS, the Town, under its home rule authority, its police power generally, and under 30-A M.R.S.A., chapter 187, subchapter 3 ("land use regulation"), as provided by the Act, or as otherwise provided by current law, has the authority to impose reasonable restrictions, conditions, and limitations on such retail marijuana establishments and social clubs; and

WHEREAS, the Town Council, with the professional advice and assistance of the Town of Cumberland Police Department, the Planning Board and the Planning Department, shall study the Town's current Code of Ordinances to determine the land use and other regulatory implications of retail marijuana establishments and social clubs and consider what locations, if any, and conditions of approval, if any, might be appropriate for such uses; and

WHEREAS, the Town's current Code of Ordinances and other applicable local laws are not adequate to prevent serious public harm that could be caused by the development of retail marijuana establishments and social clubs and other uses authorized by the changes in law approved by the voters in the November 8, 2016 referendum election, thereby necessitating a moratorium; and

WHEREAS, a moratorium is necessary to prevent an overburdening of public facilities that is reasonably foreseeable as the result of retail marijuana establishments and social clubs and other uses authorized by the changes in law approved by the voters in the November 8, 2016 referendum election, being located in the Town; and

WHEREAS, it is anticipated that such a study, review, and development of recommended ordinance changes will take at least one hundred and eighty (180) days from the date the Town enacts this Moratorium Ordinance on Retail Marijuana Establishments and Retail Marijuana Social Clubs;

NOW, THEREFORE, be it ordained by the Town Council of the Town of Cumberland, that the following Moratorium Ordinance on Retail Marijuana Establishments and Retail Marijuana Social Clubs be, and hereby is, enacted, and, in furtherance thereof, the Town Council does hereby declare a moratorium on the location, operation or licensing of any retail marijuana social clubs and any retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, within the Town.

In addition, the Town Council does hereby declare a moratorium on the location, operation or licensing of any new medical marijuana cultivation facilities or dispensaries and the expansion of any existing medical marijuana cultivation facilities or dispensaries, as permitted under Section 315-59.1 of the Town's Zoning Ordinance, within the Town.

This Moratorium Ordinance shall take effect, once enacted by the Town Council, in accordance with the provisions of the Town Charter, but shall be applicable as of October 24, 2016, as expressly provided below. The moratorium shall remain in effect for one hundred and eighty (180) days from the date of applicability of this Ordinance, unless extended, repealed, or modified by the Town Council, for the express purpose of drafting an amendment or amendments to the Town's current Code of Ordinances to protect the public from health and safety risks including, but not limited to, compatibility of retail marijuana establishments and social clubs with existing and permitted uses in residential, commercial and industrial zoning districts; the correlation of retail marijuana establishments and social clubs with medical marijuana cultivation facilities and dispensaries; the potential adverse health and safety effects of retail marijuana establishments and social clubs on the community if not properly regulated; the possibility of illicit sale and use of marijuana and marijuana products to minors and misuse of marijuana and marijuana products by those who would abuse the uses authorized under the new law; criminal activity associated with the cultivation, manufacturing, sale and use of marijuana and marijuana products for non-medicinal purposes and the potential increased burden on the public safety agencies serving the Town in responding to the same; and the adequacy of the Town's streets and infrastructure to accommodate the additional traffic and/or population that may result from the presence of retail marijuana establishments or social clubs

BE IT FURTHER ORDAINED, that this Ordinance shall apply to retail marijuana social clubs and retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, as those terms are defined by the "Marijuana Legalization Act" to be codified at 7 M.R.S.A. §§ 2442 (36), (39), (40), that may be proposed to be located within the Town on or after the October 24, 2016 applicability date of this Ordinance; and

BE IT FURTHER ORDAINED, that notwithstanding the provisions of 1 M.R.S.A. § 302 or any other law to the contrary, this Ordinance, when enacted, shall govern any proposed retail marijuana establishments or social clubs for which an application for a building permit, Certificate of Occupancy, site plan or any other required approval has not been submitted to and granted final approval by the Code Enforcement Officer, Planning Board or other Town official or board prior to October 24, 2016, the applicability date of this Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a retail marijuana establishment or social club within the Town on or after the October 24, 2016 applicability date of this Ordinance without complying with whatever ordinance amendment or amendments the Town Council may enact as a result of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a new medical marijuana cultivation facility or dispensary or expand any existing medical marijuana cultivation facility or dispensary that may be currently permitted under Section 315-59.1 of the Town's Zoning Ordinance, within the Town on or after the October 24, 2016 applicability date of this Ordinance without complying with whatever ordinance amendment or amendments the Town Council may enact as a result of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a business that engages in retail or wholesale sales of products or merchandise for which the primary purpose is to prepare, cultivate, distribute or ingest marijuana or is of the kind that would be offered for sale or used at a retail marijuana social club or retail marijuana establishment, including, but not limited to, pipes, pipe screens, bongs, vaporizers, scales, rolling papers, hydroponic equipment and lights; and

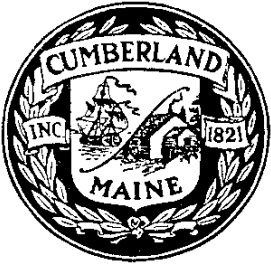
BE IT FURTHER ORDAINED, that during the time this Moratorium Ordinance is in effect, no officer, official, employee, office, administrative board or agency of the Town shall accept, process, approve, deny, or in any other way act upon any application for a license, building permit, certificate of occupancy, special exception review, site plan review and/or any other permits or licenses related to a retail marijuana establishment, retail marijuana social club, a new medical marijuana cultivation facility or dispensary, or the expansion of an existing medical marijuana cultivation facility or dispensary; and

BE IT FURTHER ORDAINED, that those provisions of the Town's current Code of Ordinances that are inconsistent or conflicting with the provisions of this Ordinance, are hereby repealed to the extent that they are applicable for the duration of the moratorium hereby ordained, and as it may be extended as permitted by law, but not otherwise; and

BE IT FURTHER ORDAINED, that if retail marijuana establishments, retail marijuana social clubs, new medical marijuana cultivation facilities or dispensaries, or expansions of existing medical marijuana cultivation facilities or dispensaries are established in violation of this Ordinance, each day of any continuing violation shall constitute a separate violation of this Ordinance, and the Town shall be entitled to all rights available to it in law and equity, including, but not limited to, fines and penalties, injunctive relief, and its reasonable attorney's fees and costs in prosecuting any such violations; and

BE IT FURTHER ORDAINED, that should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

Applicability Date: October 24, 2016



MEMORANDUM

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

To: Town Council
From: William R. Shane
Subject: Workshop – Senior Tax Relief Program
Date: November 9, 2016

I will be meeting with the Town Attorney to develop a “Senior Tax Relief” program that can pass legal muster while working with our State Legislators to develop enabling language to exempt seniors to a “locked-in” mil rate once they reach:

- 70 years of age
- 15 years in our community
- Homestead in Cumberland

The current program is not sustainable, but efforts must continue to help with increasing property tax impacts.

Just implementing a program without allowing “enabling language” from the Legislature will have expensive repercussions from the State, violate your oath of upholding the State’s Law and Constitution and cause unceasing legal expenses.

William Shane

Subject: FW: Cumberland- exceeding home rule authority

From: Legal Services Department [mailto:legal@memun.org]

Sent: Thursday, November 10, 2016 2:25 PM

To: William Shane <wshane@cumberlandmaine.com>

Subject: Cumberland- exceeding home rule authority

Dear Bill,

As we discussed last week, municipalities have very limited home rule authority when it comes to the area of taxation. The Maine Constitution is clear that the State Legislature may not, in any manner, suspend or surrender the power of taxation (Me. Const. art. IX, § 9). Since the power to initiate a tax relief program rises from the power to tax, municipalities may only create and implement a tax relief program with approval from the State Legislature (see *Delogu v. City of Portland*, 843 A.2d 33 (2004) and the “Legal Note” copied below). In *Delogu v. City of Portland*, the Maine Supreme Court found that the City of Portland exceeded its home rule authority by adopting the Portland Property Tax Relief Program without prior legislative authorization. The program essentially provided a “tax repayment” for certain home occupied properties within the City, but was not supported by any provision in State law. The Court also found that while the State Legislature has some flexibility in providing exemptions, abatements or repayment schemes for certain groups of individuals, municipalities do not have a similar authority to unilaterally adopt a program that would result in unequal apportionment of property tax burdens. Here is a link to the case:

http://www.courts.maine.gov/opinions_orders/opinions/2004_documents/04me18de.htm.

Even so, after *Delogu* was decided, the justices opined on a bill proposed by the State Legislature that would require assessors to calculate property taxes based on a “full-cash value” or “appraised value” depending on the date the current taxpayer purchased the property. Since the bill would have created two different bases for tax value purposes (one for taxpayers that purchased the property before the 1996/97 assessment and the other for those who acquired the property later), the justices believed the proposed bill would violate Article IX, Section 8 of the Constitution of Maine, which requires taxes on real and personal property be assessed and apportioned equally and according to just value (Opinion of the Justices, 850 A.2d 1145 (2004)).

Similarly, municipal assessors are required to apportion and assess real and personal property taxes equally (Me. Const. art. IX, § 8). When taxes are not assessed at a relatively uniform rate with comparable property in the district, taxpayers could challenge the assessment as discriminatory. For example, in *Petrin v. Town of Scarborough*, 2016 ME 136, the town assessor applied a lesser value to separate but abutting lots in common ownership than lots that were in single ownership. This assessment methodology grew out of the way the town assessor single parcels that are larger than one acre, where the value of the parcel that exceeds the base lot carries less value than the base lot itself. The court found that this methodology was unconstitutional because it is not based on the “just value” of the property, among other things. This decision shows that even when the municipality does not legislatively adopt a tax-relief program, if the municipal assessor adopts an assessing methodology that contravenes taxpayer’s right to equal protection or is not based on the “just value” of the property, the assessment will likely be found to be discriminatory and unconstitutional.

Thus, it is likely unconstitutional for the Council to adopt a program that “freezes” the taxes for a certain group of taxpayers, such as senior citizens. Nothing in State law permits such a program and the Council does not have any home rule authority to adopt such a program. Similarly, the assessor does not have any authority to assess property owned by certain taxpayers at a lower value based on their age, nor could the Council instruct the assessor to do so. In the cases that I found, when an assessment or tax relief program was found to be unconstitutional on these grounds, the court remanded the case to the appropriate board, such as board of assessment review, for abatements that would be in

conformance with the opinion of the court. Without knowing more on the specifics of the town's tax freeze program or the assessor's methodology, it is impossible to know exactly what abatement process would be required. But, it is likely that all real property taxes assessed in that year would need to be abated and supplementally assessed, assuming that the abatement could be granted in the required timeframe. This is because taxes would need to be abated and supplementally assessed on properties that were subject to the tax relief, as well as to adjust the tax owed on properties that were not subject to the tax relief and were subject to a higher tax rate. Putting aside the time and cost to the town to abate and supplementally assess the tax, the cost to defend the "freeze" could be great and with little probability of success. While, it is possible that this error would not render the assessment entirely void, any taxpayer could bring an action against the municipality in the Superior Court and recover any damages which he or she has sustained due to the mistake (36 M.R.S.A. § 504). In addition, the State Tax Assessor could direct proceedings, actions and prosecution to enforce all laws relating to the assessment and taxation of property and could request that the Attorney General institute legal proceedings to enforce the Maine assessing laws and constitution (36 M.R.S.A. § 384).

The following is the "Legal Note" I mentioned above.

Tax Discount for Seniors?

Maine Townsman - December, 2012

Question: Can we offer a property tax discount to senior citizens?

Answer: No, State law does not authorize it, nor is there any municipal "home rule" in the field of taxation (see Me. Const. art. IX, § 9).

Maine law does authorize the municipal legislative body to give a discount ("abatement") of up to 10% to taxpayers who pay on or before a certain date, but this discount must be offered, if at all, to all taxpayers who qualify, regardless of age (see 36 M.R.S.A. § 505(5)).

Maine law also authorizes a municipality to adopt an ordinance allowing seniors who are at least 60 to work off up to \$750 of their property tax bill. For particulars, see "New Tax Relief Program for Senior 'Volunteers'," Maine Townsman, "Legal Notes," June 2008.

In addition, Maine law authorizes a municipality to adopt an ordinance allowing seniors who are at least 70 to defer taxes on their principal dwelling if they have lived there for at least 10 years and their household income does not exceed 300% of the federal poverty level. For details, see "New Tax Deferral Program for Seniors: A Local Option," Maine Townsman, "Legal Notes," April 2010.

Although many municipalities annually vote to grant a discount to all early taxpayers, few have actually adopted ordinances allowing seniors to work off part of their tax bills or defer their taxes (no doubt due to the drawbacks we identified in the June 2008 and April 2010 "Legal Notes" cited above).

There is, of course, one other property tax relief program available to seniors and other taxpayers on a limited income – the Maine Residents Property Tax and Rent Refund or "Circuit Breaker" Program. For more information, including an application form and instructions and FAQs, go to <http://www.maine.gov/revenue/taxrelief/tnr.htm>. (By R.P.F.)

I hope this is helpful.

Best,

Breana N. Gersen, Staff Attorney
Legal Services Department

Maine Municipal Association
60 Community Drive, Augusta, ME 04330

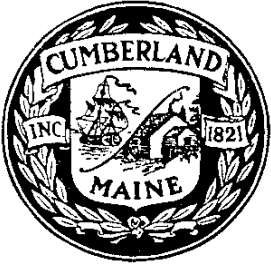
	Last Name	First Name	Property Address	Amount
1	Abrahamson	Charles	77 Blanchard Road	\$ 750.00
2	Allen	Dennis & Patricia	12 Allens Court Way	\$ 750.00
3	Andersen	Eleanor	259 Gray Road	\$ 750.00
4	Barton	Flossie	49 Hawthorne Court	\$ 147.00
5	Berkovich	Barbara	66 Winn Road	\$ 300.00
6	Bickford	Charlotte	5 York Ledge Drive	\$ 750.00
7	Blanchard	Ken	147 Greely Road	\$ 346.00
8	Bolduc	Donald	5 Carol Street	\$ 750.00
9	Bonniwell	Steven	15 Middle Road	\$ 403.56
10	Boscherini	Richard	29 Crestwood Drive	\$ 750.00
11	Brown	Joan	250 Gray Road	\$ 750.00
12	Burr	Peter	244 Middle Road	\$ 726.00
13	Burrows	Edwina	130 Orchard Road	\$ 750.00
14	Callahan	Joyce	1 Teal Drive	\$ 750.00
15	Campbell	Michael	246 Bruce Hill Road	\$ 491.00
16	Candage	Thornton	37 Winterberry Court	\$ 501.00
17	Carlson	Robert	1 Brookside Drive	\$ 417.00
18	Cary	Barbara	P.O Box 22A	\$ 404.00
19	Casey	Kenneth	117 Middle Road	\$ 580.00
20	Chandler	John	93 Tuttle Road	\$ 582.00
21	Chase	Philip	258 Main Street	\$ 750.00
22	Cheney	Gary	10 Surrey Lane	\$ 406.00
23	Cherner	Fred	4 Pinewood Drive	\$ 341.00
24	Clarke	Doris	391 Main Street	\$ 527.00
25	Colby	Thomas	69 Skillin Road	\$ 750.00
26	Connolly	Maureen	2 Concord Circle	\$ 750.00
27	Cormier	Doug	93 Mill Road	\$ 750.00
28	Couillard	Jean	55 Lower Methodist Road	\$ 406.00
29	Curneil	Robert	291 Blanchard Road	\$ 750.00
30	Daoust	Beverly	72 Gray Road	\$ 750.00
31	Dooley	George & Maria	15 Mackworth Lane	\$ 628.00
32	Davis	Mary	43 Hawthorne Court	\$ 252.00
33	Day	Marian	58 Harris Road	\$ 750.00
34	DeSimon	Tony	12 Prince Street	\$ 750.00
35	Doughty	Dwight	374 Greely Road Ext	\$ 716.00
36	Dyke	Elsa	123 Greely Road	\$ 750.00
37	Erwin	Robert	3 Shady Lane	\$ 718.00
38	Estabrook	Earl	255 Gray Road	\$ 750.00
39	Fitzpatrick	Eugene	11 Linden Court	\$ 750.00
40	Fogg	Beverly	389 Main Street	\$ 750.00
41	Fossett	Jacqueline	52 Hawthorne Court	\$ 353.21
42	Fowler	Kay	168 Greely Road	\$ 750.00
43	Frost	Gwen	15 Goose Pond Road	\$ 232.00
44	Gagnon	Judith	15 Lawn Ave	\$ 750.00
45	Garneau	Virginia	1 Linden Court	\$ 590.00
46	Gatcombe	Robert	11 Sparhawk Lane	\$ 709.00

	Last Name	First Name	Property Address	Amount
47	Gibbs	Dorothea	7 Kathy Lane	\$ 648.00
48	Glatter	Jack	2 Prince Street	\$ 750.00
49	Graumann	Warren	3 Surrey Lane	\$ 750.00
50	Greco	Arthur	2 Carriage Road	\$ 750.00
51	Grover	Carol	18 Mackworth Lane	\$ 457.00
52	Hagar	Richard	35 Blackstrap Road	\$ 750.00
53	Harmon	Beth & Damon	22 Blackstrap Road	\$ 750.00
54	Hathaway	Doug	51 Crossing Brook Road	\$ 559.00
55	Hathaway	Brian	47 Hawthorne Court	\$ 44.00
56	Hay	John	19 Winterberry Court	\$ 750.00
57	Hayes	Roger	389 Greely Road	\$ 653.00
58	Hicks	Linda	28 Farwell Avenue	\$ 750.00
59	Higgins	James	7 Linden Court	\$ 750.00
60	Hill	Dorothy	45 Hawthorne Court	\$ 220.00
61	Hilliard	Anne	17 Lanewood Road	\$ 750.00
62	Hodgdon	Sandra	263 Gray Road	\$ 750.00
63	Hodgeman	Marilyn	21 Skillins Road	\$ 750.00
64	Hulst	Carol	9 Linden Court	\$ 532.00
65	Hunt	Donald	30 Stony Ridge Road	\$ 750.00
66	Hunter	Eleanor	5 Linda Street	\$ 750.00
67	Hutchins	Glenn	7 Crestwood Drive	\$ 744.00
68	Ivers	Barbara	4 Linden Court	\$ 750.00
69	Jones	Simone	80 Middle Road	\$ 750.00
70	Kelley	Barbara	370 Main Street	\$ 459.00
71	Kinne	Donald	11 Crystal Lane	\$ 750.00
72	Kirk	Charles	11 Hillcrest Drive	\$ 750.00
73	Knight	Mary Jane	20 York Ledge Drive	\$ 750.00
74	Kuss	Margaret	25 Winterberry Court	\$ 750.00
75	Lambertson	David	8 Lower Methodist Road	\$ 575.00
76	Lampros	George	10 Sandpoint Lane	\$ 497.00
77	Lanese	John	24 Farwell Avenue	\$ 750.00
78	Langway	Merrick	73 Skillins Road	\$ 750.00
79	Letiecq	Eileen	10 Meadowview Road	\$ 750.00
80	Lewis	Raelene	7 Prince Street	\$ 750.00
81	Lewis	Barbara	259 Middle Road	\$ 750.00
82	Lloyd	William	10 Carriage Road	\$ 457.00
83	Lombard	Mary	16 Island Ave	\$ 750.00
84	Long	Betty	224 Foreside Road	\$ 750.00
85	Looke	Constance	12 Meadowview Road	\$ 656.00
86	MacCallum	Roberta	387 Main Street	\$ 750.00
87	Mackey	John	6 Cottage Farms	\$ 387.00
88	Maloney	Robert	18 Maloney's Ridge Way	\$ 582.00
89	Maloon	Richard	354 Greely Rd. Ext	\$ 523.00
90	Markowski	Diane	12 Linden Court	\$ 750.00
91	Matulonis	Robert	7 Granite Ridge Road	\$ 750.00
92	McCabe	John	333 Blanchard Road	\$ 750.00

	Last Name	First Name	Property Address	Amount
93	McCarthy	John	25 Woodside Drive	\$ 750.00
94	McElhill	James	308 Blanchard Road	\$ 750.00
95	McNaboe	Thomas	13 Sea Cove Road	\$ 750.00
96	Megathlin	Suzanne	21 Sandpoint Lane	\$ 750.00
97	Merrill	Kathy	17 Tammy Lane	\$ 671.00
98	Miller	Gerald	16 Hedgerow Drive	\$ 750.00
99	Mills	Karen	25 York Ledge Drive	\$ 750.00
100	Moreau	Norman	7 Frye Drive	\$ 750.00
101	Morrow	Judy	19 Wildwood Boulevard	\$ 750.00
102	Mulherin	Constance	58 Hawthorne Court	\$ 60.00
103	Mullen	Patricia	63 Range Road	\$ 750.00
104	Mullin	Betty Mildrum	1 Ledge Road	\$ 687.00
105	Myers	Donald	268 Gray Road	\$ 750.00
106	Nielsen	Karl	246 Gray Road	\$ 750.00
107	O'Dwyer	Babette	314 Main Street	\$ 750.00
108	Olds	Patricia	32 Winterberry Court	\$ 750.00
109	Palmer	Frances	179 Blanchard Road	\$ 750.00
110	Paynter	John	445 Greely Rd Ext	\$ 297.00
111	Perkins	Kathryn	3 Sparhawk Lane	\$ 750.00
112	Pierce	Sally	40 Winterberry Court	\$ 750.00
113	Powers	Patricia	37 Skillin Road	\$ 750.00
114	Quirion	Rene	35 Laurel Lane	\$ 460.00
115	Randall	Muriel	13 Country Charm Road	\$ 750.00
116	Randall	Eleanor	80 U.S. Rt. One	\$ 750.00
117	Rawnsley	Don	382 Main Street	\$ 750.00
118	Rich	Alan & Katrina	47 Skillin Road	\$ 650.00
119	Richter	Elizabeth	21 Country Charm Road	\$ 750.00
120	Roberts	Dean	162 Blanchard Road	\$ 750.00
121	Russell	Theresa	23 Forest Lane	\$ 750.00
122	Sanborn	Gloria	15 Gray Road	\$ 750.00
123	Seekins	Norma	161 Blanchard Road	\$ 750.00
124	Shuman	Lorraine	5 Pineridge Road	\$ 750.00
125	Skeffington	Don	4 Lawn Avenue	\$ 750.00
126	Sloat	Carolyn	18 Highland Avenue	\$ 354.00
127	Small	Carolyn	273 Tuttle Road	\$ 511.00
128	Smith	Alan & Irene	62 Mill Road	\$ 750.00
129	Smith	J. Whitman	P.O Box 367	\$ 750.00
130	Smyth	Joseph	18 Linden Court	\$ 750.00
131	Spaulding	Johnny	76 Skillin Road	\$ 397.00
132	Spaulding	Dottie	320 Greely Road	\$ 750.00
133	Spear	Jean/Louie	78 Middle Road	\$ 750.00
134	Spizuoco	Carolyn	44 Greely Road	\$ 750.00
135	Stanhope	Philip	20 Stanhope Lane	\$ 750.00
136	Storey	Robert	24 Range Way	\$ 459.00
137	Storey	Phil	50 Middle Road	\$ 321.00
138	Storey	Charles	55 Middle Road	\$ 750.00

	Last Name	First Name	Property Address	Amount
139	Stratton	Sidney	67 Old Farm Road	\$ 750.00
140	Sturgeon	Judy	15 Sandpoint Lane	\$ 743.00
141	Taylor	Kathleen	25 Farwell Avenue	\$ 750.00
142	Taylor	Len	41 Hawthorne Court	\$ 59.00
143	Theriault	Robert & Anita	7 Hedgerow Drive	\$ 750.00
144	Theriault	Muriel	58 Sullivan Drive	\$ 750.00
145	Thorup	Greg/Gail	278 Blanchard Road	\$ 750.00
146	Thurston	Evelyn	133 Middle Road	\$ 750.00
147	Thurston	William	211 Blanchard Road	\$ 750.00
148	Tibbetts	Dennis	9 George Road	\$ 633.00
149	Timmons-Murray	Doris	13 Blackstrap Road	\$ 750.00
150	Tonini	Dorothy	426 Greely Road Ext.	\$ 750.00
151	Tuohey	Rosemary	2 Heritage Lane	\$ 750.00
152	Turner	Ellen	42 Foreside Road	\$ 750.00
153	Turner	George	4 Carriage Road	\$ 551.00
154	Valente	Orrin	10 Maple Avenue	\$ 750.00
155	Vance	Dartha	53 Hawthorne Court	\$ 304.00
156	Vaughan	Bonnie	3 Carriage Road	\$ 655.00
157	Verrill	Elaine	72 Range Road	\$ 750.00
158	Vowles	Gail	25 Pine Lane	\$ 374.00
159	Weed	Clayton	11 Skillins Road	\$ 726.00
160	Weir	Eugene	15 Orchard Road	\$ 750.00
161	Wescott	Sandra	8 Hedgerow Drive	\$ 750.00
162	White	Joyce	11 York Ledge Drive	\$ 750.00
163	Wilder	Nancy	32 Hillcrest Drive	\$ 305.00
164	Wilson	Gary	25 Mill Road	\$ 750.00
165	Wilson	Doris	18 Oak Ridge Road	\$ 750.00
166	Woodbury	Frank	163 Bruce Hill Road	\$ 750.00
167	Worry	Madeline	237 Middle Road	\$ 750.00
168	Wright	Linda	23 Woodside Drive	\$ 430.00
169	Wright	Kathy	60 Skillins Road	\$ 750.00
170	Zglobicki	Diane	119 Ravine Drive	\$ 446.00

\$ 109,861.77



MEMORANDUM

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

To: Town Council
From: William R. Shane
Subject: 16-151 LED SIGNS
Date: November 9, 2016

The Ordinance Committee has worked diligently on a new sign ordinance to include LED signs. The directive by the Town Council was to develop language to be inclusive of LED's. Previously, the sign ordinances prohibited internally illuminated signs everywhere in Town.

Due to a recent Supreme Court case, LED signs and "Freedom of Speech" arguments have been closely scrutinized. "Content Based" discrimination has become the new challenge to all sign related ordinance work.

The Ordinance Committee and Town Attorney have developed a plan to allow LED signs in the TCD with the following restrictions:

Size: 3' X 5'
Hours: 7:00 a.m. to 10:00 p.m.
Illumination: Specific number of units of illumination.
Prohibitions: Flashing signs and number of times a message can change.
Color: Black & white only

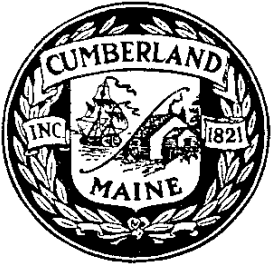
The schools are recommended to be added to the TCD with their current MDR setbacks. While the Town Center District (TCD) is a mixed use district with businesses and homes the challenge has been to not "over" commercialize Main Street. The compromises of sign size, illumination, hours of use and color will hopefully achieve a better fit for all of Main Street.

The next steps would be to send all of this to the Planning Board for a Public Hearing and recommendation.

You would be asking to:

- 1) Add LED signs to the TCD
- 2) Update the Sign Ordinance
- 3) Add the MSAD 51 properties to the TCD with their current MDR setbacks.

This is a significant amount of work and I would expect may require multiple meetings. I anticipate the process could begin in December and then return to you sometime early in 2017.



MEMORANDUM

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

To: Town Council
From: William R. Shane
Subject: Cell Tower – Val Halla
Date: November 9, 2016

We have been approached by a company who wishes to purchase our Cell Town Agreement. This may be best discussed in Executive Session with the Town Attorney to protect your ability to negotiate the best deal for the Town if you choose to move forward.

Here are the financial pieces of your current lease:

Dec 1 2015 to Dec 1 2020	\$21,600	x 5	\$108,000	
First 5 Year Exention	\$24,840	x 5	\$124,200	
Second 5 Year Exention	\$28,566	x 5	\$142,830	
Third 5 Year Exention	\$32,851	x 5	\$164,255	
Fourth 5 Year Exention	\$37,779	x 5	\$188,895	
			\$728,180	

William Shane

Subject: FW: Cell Tower

On Fri, Nov 4, 2016 at 12:44 PM, William Shane <wshane@cumberlandmaine.com> wrote:

Hi Jack,

I believe we would be receptive to discussing this more formally. I have a Town Council meeting Monday evening and I believe they will give me the green light to look more closely at the idea.

If I get a positive response, then I'd request you'd submit a formal proposal. I will forward you the contract we have with Verizon as well. I didn't want to waste your time if the Town Council was not onboard to at least explore the idea.

I'll let you know on Wednesday.

Bill

On Thu, Oct 27, 2016 at 1:30 PM, Jack Pilon <jack@washavewireless.com> wrote:

Hi Bill,

Jim Seavey put me in touch with you so that we could discuss the cell tower on cumberland property. He relayed the payment structure to me. My estimation, from the limited information I have, is that this tower could be worth somewhere in the \$430,000-560,000 range. There are many other factors outside of payments that will affect the value.

If this range sounds like something interesting for an upfront payment, I would be happy to review the leases. Assuming that a thorough review reveals a value consistent with my estimate, I would then reach out to my buyers and see what the market reveals.

Please feel free to reach out to me with questions/comments by email or my cell (713) 261-7806.

Best regards,

Jack

Jack Pilon | Director of Business Development

Washington Avenue Wireless, LLC

44 Prince Street Suite #304

Boston, MA 02113

m: (713) 261 7806

jack@washavewireless.com | washavewireless.com



Verrill Dana^{LLP}

Attorneys at Law

RAYMOND A. PELLETIER, JR.
PARTNER
rpelletier@verrilldana.com
Direct: 207-253-4512

ONE PORTLAND SQUARE
PORTLAND, MAINE 04112-0586
207-774-4000 • FAX 207-774-7499
www.verrilldana.com

October 3, 2014

Alyssa C. Tibbetts, Esq.
Jensen Baird Gardner & Henry
Ten Free St., P.O. Box 4510
Portland, ME 04112

Re: Cumberland, Maine; Lease between Town of Cumberland and Verizon Wireless

Dear Alyssa:

Enclosed are fully executed counterparts of the Lease and Memorandum of Lease which I received today from Verizon Wireless. I sent another counterpart of the Memo of Lease to the Registry. Thank you.

Sincerely,


Raymond A. Pelletier

Enclosures

cc: Chip Fredette (via email)

OCT 7 2014

LAND LEASE AGREEMENT

This Agreement, made this 18^{25th} day of July^{September}, 2014 between the TOWN OF CUMBERLAND, a municipality with its principal office located at 290 Tuttle Road, Cumberland, Maine 04021, hereinafter designated LESSOR and PORTLAND CELLULAR PARTNERSHIP, a Maine general partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 60 Val Halla Road, in Cumberland, Cumberland County, Maine, and being described as a 40' by 60' parcel containing 2,400 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20) foot wide right-of-way with parking and turn-around area extending from the nearest public right-of-way, Val Halla Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a ten (10) foot wide right of way (with extension to an existing transformer) from Val Halla Road to the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on Tax Map 4 of the Town of Cumberland as Lot 41, and is further described in Deed Book 3710 at Page 272 and 277 as recorded in the Cumberland County Registry of Deeds. As noted on Exhibits L-1 and L-2, LESSEE will purchase and install a conduit within LESSEE's utility right of way for future use by LESSOR.

LESSEE agrees that any existing utility conduits, pipes or lines, or irrigation system infrastructure that are currently located under, upon or above the property burdened by the easements shall not be disturbed during the installation or maintenance of any utilities, wires, poles, conduits, pipes or cables over, under or upon the rights of way. In the event that any existing infrastructure must be removed or is damaged by the installation or maintenance of any utilities, wires, poles, conduits, pipes or cables over, under or upon the rights of way conducted by LESSEE or its designee, LESSEE, at its sole expense, shall repair or replace the same with materials and in a condition equivalent or better than those removed or damaged.

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

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

3. TERM; RENTAL.

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

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

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

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary

herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

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

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty-Four Thousand Eight Hundred Forty Dollars (\$24,840.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Twenty-Eight Thousand Five Hundred Sixty-Six Dollars (\$28,566.00); the annual rental for the third (3rd) five (5) year extension term shall be increased to Thirty-Two Thousand Eight Hundred Fifty and 90/100 Dollars (\$32,850.90); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to Thirty-Seven Thousand Seven Hundred Seventy-Eight and 54/100 Dollars (\$37,778.54).

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

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

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

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. LESSOR shall be permitted to utilize any tower, pole or other antenna support structure installed on the Premises by LESSEE (collectively, "tower") for the purpose of locating an antenna to be used solely for municipal, public safety or public works purposes. LESSOR shall be responsible for any and all costs associated with the installation and maintenance of said antenna, but shall not be subject to any rental payments or fees imposed by LESSEE for any such use of the tower, pole or other structure. It is understood that LESSEE shall have the right to occupy the highest position on the tower, and LESSOR's antenna shall be below LESSEE's equipment and shall have sufficient separation, as reasonably determined by LESSEE, from LESSEE's planned equipment. The installation of said antenna shall be performed in a good and workmanlike manner, in compliance with all applicable Laws (as defined in Paragraph 32 below) and recognized tower industry standards, and utilizing a contractor reasonably approved by LESSEE. LESSOR agrees that it will be permitted to install its antenna only to the extent that there will be no electronic or physical interference with the equipment of LESSEE or other then existing users of the tower. If such interference arises, LESSEE shall have the right to remove LESSOR's antenna from the tower until such time as the interference problem can be remedied by LESSOR. In addition, in the event LESSEE decides to install additional equipment on the tower at a future time, and the presence of LESSOR's antenna would interfere with such additional equipment, LESSEE shall have the right to relocate LESSOR's antenna, at LESSEE's cost, to another elevation on the tower. LESSOR shall maintain its antenna and related equipment in good order and condition, and in accordance with all Laws, and shall promptly repair any damage caused to the tower by the installation, maintenance or use of such antenna. LESSOR shall be responsible for its own utility consumption, which shall be separately metered at LESSOR's cost.

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority;

(iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. LESSEE agrees to indemnify, defend and hold LESSOR harmless from and against any and all claims of injury, loss, damage or liability, costs, or expenses resulting from or arising out of the installation, use, maintenance, repair or removal of the Premises and any structures or equipment thereon, or LESSEE's breach of any provision of this Agreement, except to the extent attributable to the negligent or wrongful act or omission of LESSOR, its employees, agents or independent contractors and to the extent authorized by the Maine Tort Claims Act (14 M.R.S.A. §§ 8101-8118).

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

10. INSURANCE.

a. LESSEE will maintain at its own cost:

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

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

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

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

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

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

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

existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

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

16. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

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

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

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

such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

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

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. In the event of a sale, assignment or transfer to any party, LESSEE shall remain responsible for the payment of any and all amounts due and payable hereunder unless and until LESSEE provides evidence to LESSOR's satisfaction that they buyer, assignee or transferee has agreed to assume all such obligations. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet space on the tower within its sole discretion, upon notice to LESSOR provided, however, that LESSOR shall have the sole right to lease ground space to such other users on commercially reasonable terms. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

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

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

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

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

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

24. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

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

26. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and

thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

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

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

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines,

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

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

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

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the

date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

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

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

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

than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

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

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

[Signatures on following page]

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

LESSOR:

TOWN OF CUMBERLAND

By: W. O. Hill
Print Name: William R. Shore
Its: Town Manager

LESSEE:

PORTLAND CELLULAR PARTNERSHIP,
d/b/a VERIZON WIRELESS

By Cellco Partnership
Its General Partner

By: [Signature]
David R. Heverling
Area Vice President Network

92517

Exhibit "A"

(Description of Premises)

The Premises consists of a 40 foot by 60 foot square parcel of land situated on the property owned by the Town of Cumberland, Maine, 60 Val Halla Road, Cumberland, Cumberland County, Maine, which property is shown on Tax Map 4 of the Town of Cumberland as Lot 41, and is further described in Deed Book 3710 at Page 272 and 277 as recorded in the Cumberland County Registry of Deeds (the "Property").

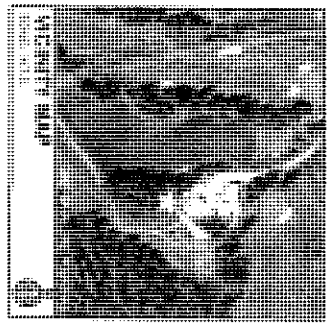
Together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20) foot wide right-of-way with parking and turn-around area extending from the nearest public right-of-way, Val Halla Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a ten (10) foot wide right of way (with extension to an existing transformer) from Val Halla Road the Land Space.

The approximate location of the Premises is shown on Exhibits L-1 and L-2 attached hereto. Any improvements depicted on Exhibits L-1 and L-2 within the Premises are illustrative in nature and LESSEE may construct other or different improvements than those depicted.

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

EXHIBITS L-1 and L-2

[Site Plans Depicting Property and Premises]



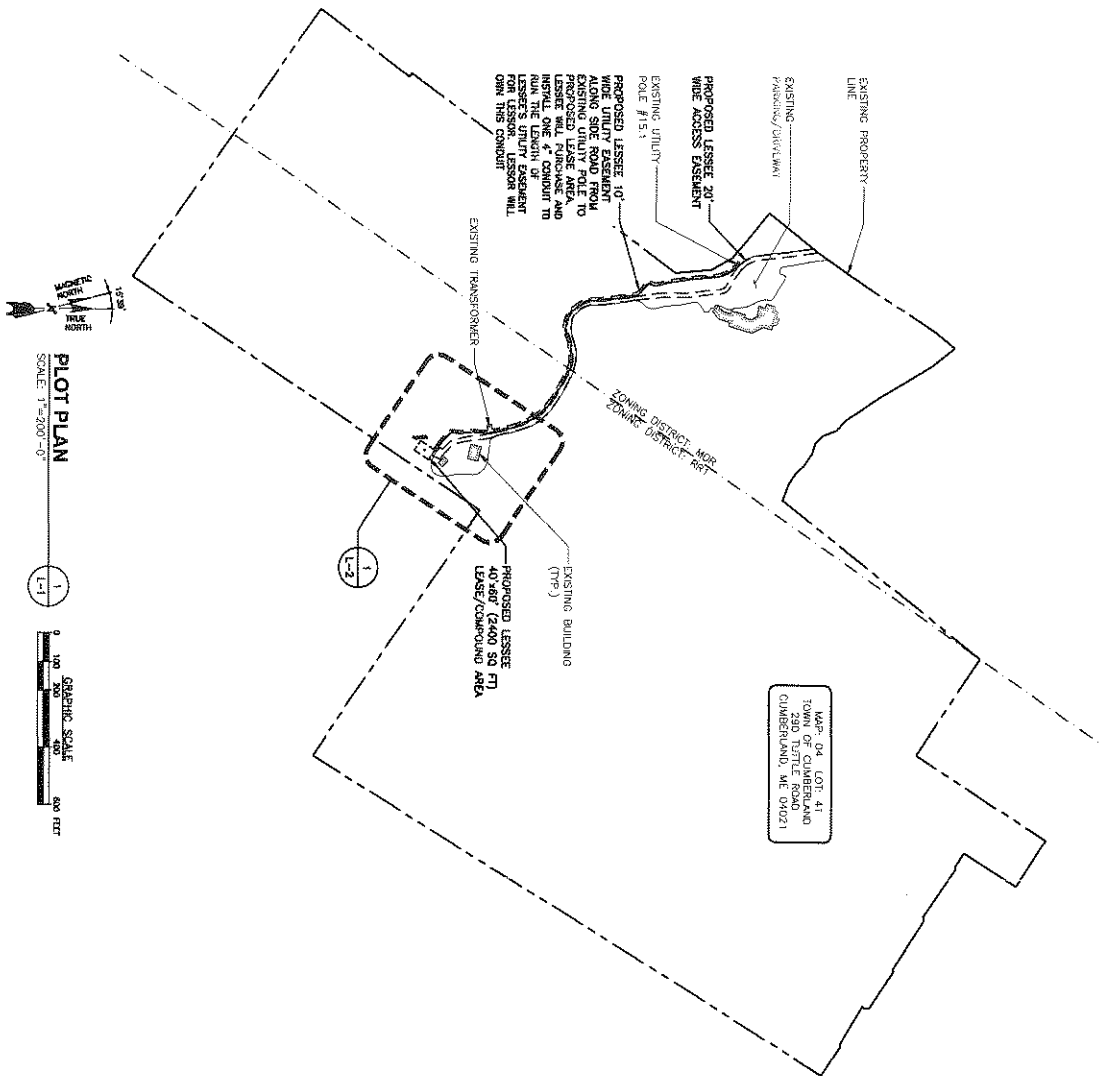
PLEASE PRINT

THIS LEASE PLAN IS DIAGRAMMATIC NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

APPROXIMATE TOWER COORDINATES	LAT: N45 47' 44.97"	LONG: W70 14' 27.73"
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NOTE:

AN ANALYSIS OF THE CAPACITY OF THE EXISTING STRUCTURE TO SUPPORT THE PROPOSED LOADING HAS NOT BEEN COMPLETED BY HUDSON DESIGN GROUP, LLC. DRAWINGS ARE SUBJECT TO CHANGE. PENDING OUTCOME OF A STRUCTURAL ANALYSIS.



LEASE EXHIBIT

CUMBERLAND 2 MI
60 VAL HALLA ROAD
CUMBERLAND, ME 04021

REQUISITE FIELD EXPERIENCE

[illegible]

PREPARED BY:

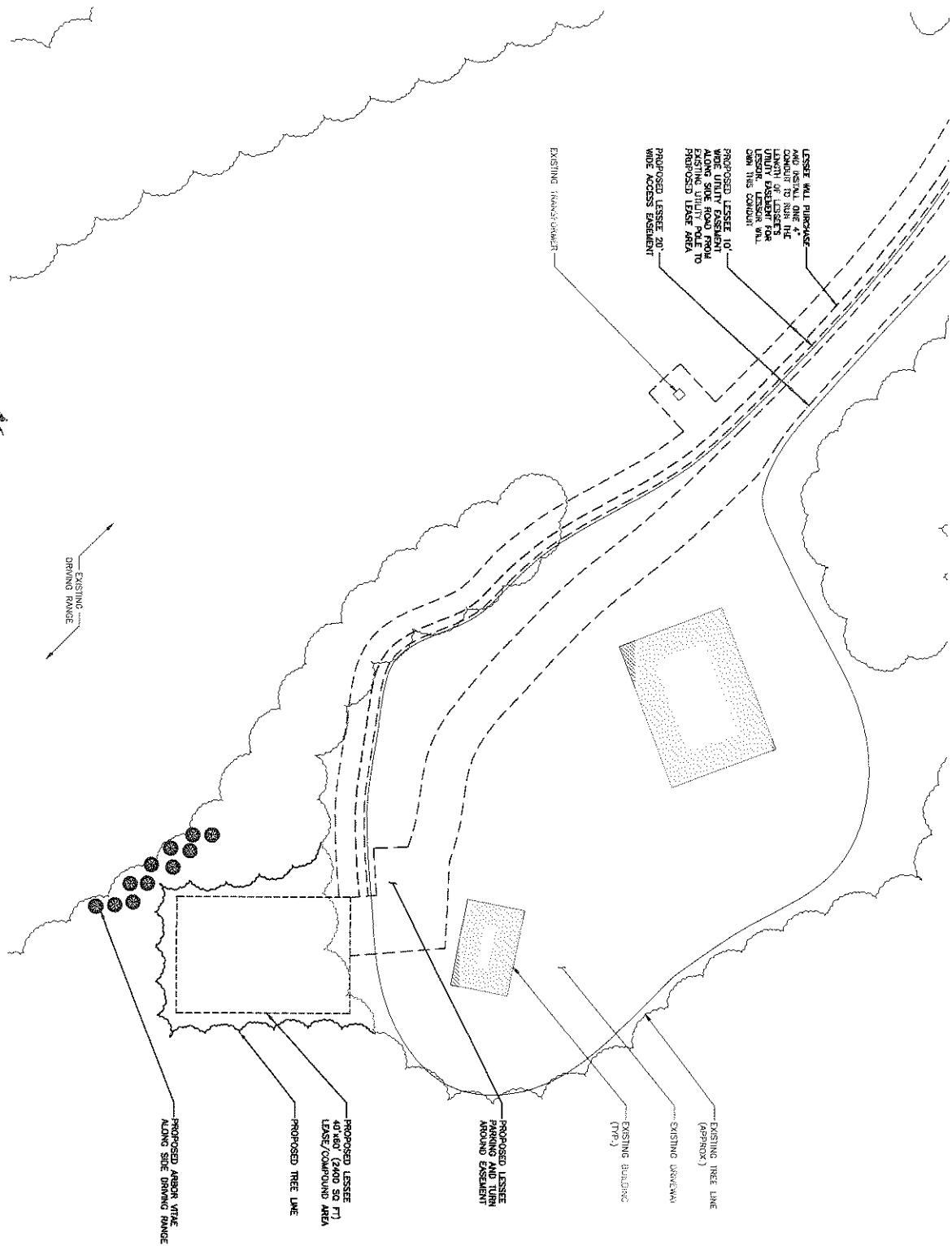
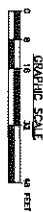


1400 OSGOOD STREET
BUILDING 20 NORTH, SUITE 2090 TEL: (778) 557-5553
K. ANDOVER, MA 01845 FAX: (778) 336-6564



AREA PLAN
SCALE: 1/16"=1'-0"

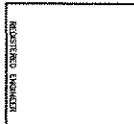
1
L-2



LEASE EXHIBIT

L-2

REGISTERED ENGINEER
CLIMBETLAND 2, LLC
80 WA. FALLS ROAD
CLIMBETLAND, ME 04021



AREA PLAN					
REV	DATE	DESCRIPTION	BY	CHK	APP'D
0	06/15/14	ISSUED FOR REVIEW	HS	JK	SPH
1	06/16/14	ISSUED PER COMMENTS	HS	JK	SPH

PREPARED BY:

Hudson
Design Group, Inc.

400 CROCOD STREET
BURLINGTON, MA 01825
TEL: (978) 657-6655
FAX: (978) 336-5566



MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made this 25th day of September, 2014, with respect to the following described Lease Agreement ("Lease").

DATE OF LEASE: September 25, 2014

NAME OF LESSOR: TOWN OF CUMBERLAND, a municipality with its principal office located at 290 Tuttle Road, Cumberland, Maine 04021

NAME OF LESSEE: PORTLAND CELLULAR PARTNERSHIP, a Maine general partnership, d/b/a VERIZON WIRELESS, 180 Washington Valley Road, Bedminster, New Jersey 07921, Attn: Network Real Estate.

DESCRIPTION OF LEASED PREMISES: LESSOR has leased to LESSEE a 40 foot by 60 foot square parcel of land situated on the property owned by the Town of Cumberland, Maine, 60 Val Halla Road, Cumberland, Cumberland County, Maine, which property is shown on Tax Map 4 of the Town of Cumberland as Lot 41, and is further described in Deed Book 3710 at Page 272 and 277 as recorded in the Cumberland County Registry of Deeds (the "Property").

Together with the non exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20) foot wide right of way with parking and turn-around area extending from the nearest public right of way, Val Halla Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a ten (10) foot wide right of way (with extension to an existing transformer) from Val Halla Road the Land Space. The approximate location of the Premises is shown on Exhibits L-1 and L-2 attached hereto.

TERM: The initial term of the Lease is five (5) years, commencing on the Commencement Date. The Commencement Date shall be the first (1st) day of the month following (i) the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or (ii) the date of execution of the Lease by the Parties, whichever is later.

RENEWAL TERMS: Four (4) additional five (5) year terms.

LESSEE'S EQUIPMENT: LESSEE's equipment and all other facilities installed, erected or

placed by LESSEE on the Premises in accordance with the provisions of the Lease shall be and remain the personal property of LESSEE notwithstanding the manner of affixation.

THIS MEMORANDUM OF LEASE is prepared for recording and for the purpose of making a public record of said Lease, and it is intended that the parties shall be subject to all of the provisions of the Lease and that nothing herein shall be construed or deemed to alter or change any of the terms or provision of the Lease.

IN WITNESS WHEREOF, LESSOR and LESSEE have executed this Memorandum of Lease as of the day and year first above mentioned.

LESSOR: TOWN OF CUMBERLAND

By: William R. Shave
Print Name: William R. Shave
Its: Town manager

LESSEE: PORTLAND CELLULAR PARTNERSHIP,
d/b/a VERIZON WIRELESS

By: CELCO PARTNERSHIP
Its General Partner

By: David R. Heverling
Area Vice President Network

STATE OF MAINE
COUNTY OF CUMBERLAND

July 15, 2014

Then personally appeared the above-named William R. Shave,
Town Manager of the Town of Cumberland, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town.

Brenda L. Moore
Notary Public/Attorney-at-Law
Print Name: BRENDA L. MOORE
My Commission Expires: My Commission Expires June 14, 2021

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER

On this 25 day of Sept., 2014, before me appeared David R. Heverling, to me personally known, who, being by me duly sworn, did say that he is authorized by the Senior Vice President & Chief Technical Officer of Celco Partnership, a Delaware General Partnership, general partner of Portland Cellular Partnership d/b/a Verizon Wireless, to execute the foregoing instrument and that said instrument was signed on behalf of said partnership and said David R. Heverling acknowledged said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state as of the day and year last above written.

Notary Public

Diane Gazzola

Print Name: DIANE GAZZOLA

My commission expires: _____



EXHIBITS L-1 and L-2

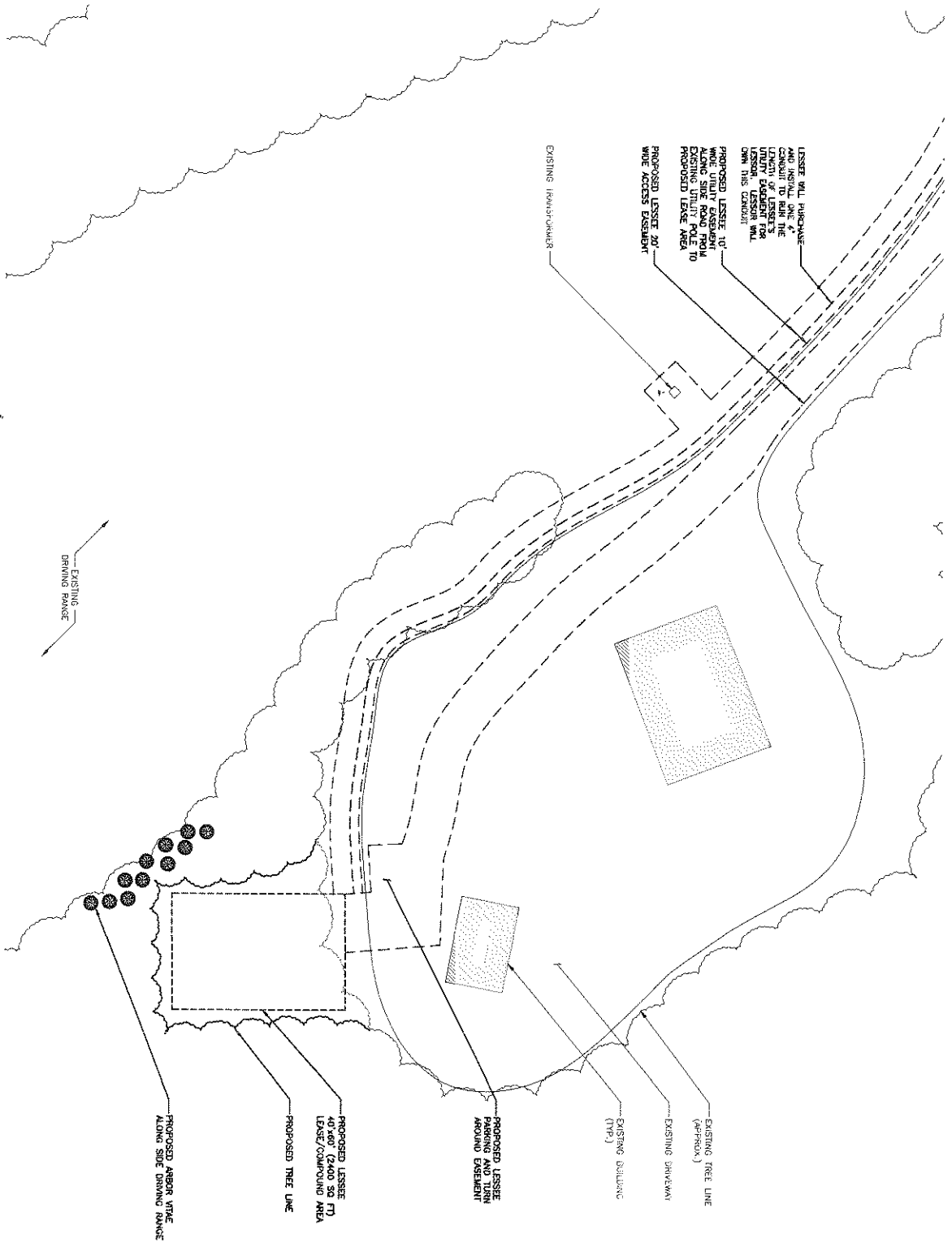
(Plans Showing Communications Facility)



AREA PLAN
SCALE: 1/16"=1'-0"

1
2

GRAPHIC SCALE
0 10 20 30 40 FEET



LEASE EXHIBIT

L-2

REGISTERED ENGINEER
CLARENCE AND 2 ME
60 VAL. HALL ROAD
CLIMBINGLAND, ME 04021

AREA PLAN

REV	DATE	DESCRIPTION	BY	CHK	APP'D
0	06/17/14	ISSUED FOR REVIEW	NS	JK	SPH
1	06/18/14	ISSUED PER COMMENTS	NS	JK	DPH

PREPARED BY:

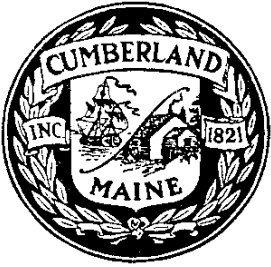


1600 CROCOD STREET
BUILDING 20 NORTH SHORE ROAD
N. ANDOVER, MA 01845

TEL: (978) 657-6553
FAX: (978) 657-6556

WORKSHOP 2

After adjournment



MEMORANDUM

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

To: Town Council
From: William R. Shane
Subject: Workshop on Town Garage
Date: November 9, 2016

Lots to talk about.....

From: [Dan Diffin](#)
To: [William Shane](#); [Chris Bolduc](#)
Cc: [Charlie Burnham](#)
Subject: Wood Waste Landfill - Salt Shed
Date: Thursday, November 03, 2016 7:14:12 PM
Attachments: [PW Walk Connection from Village Green.pdf](#)

Hi Bill and Chris,

We have reviewed the implications of revising the Wood Waste Landfill design to maintain the footprint of the salt shed at its current location. We have taken into account a larger 60'x80' salt shed, but have assumed the sand pile will operate as is. We have also assumed that landfill material is allowed to remain under the paved area outside of the salt shed. This option would require extra waste handling of approximately 2,500 CY. This would result in an increase of around \$60,000 to \$70,000 to the projected construction costs. If we are unable to relocate the 2,500 CY within the footprint of the closure, the cost for removal and disposal off site would be approximately \$350,000. I am confident, however, that we could regrade the area to accommodate the relocated waste material.

In addition to the added construction cost, we would be required to amend the Closure permit with a variance request for the relocation of the salt shed, revisions to the waste and cover grading, and for the ongoing operations on and adjacent to the landfill cover. This would likely be a \$10,000 to \$20,000 effort.

Also, please find attached a rough figure for the potential walk connection around the pond near the base of the landfill closure. There are a couple of issues that we should consider further. First, the walk will need to navigate two significant drainage channels/rip rap chutes that would likely require either an elevated walkway or moderately sized culverts. In addition, by adding a "bench" in the landfill cover, we would be required the toe of the landfill further into the wetlands associated with the ponds. Either of these issues will require an amendment to the existing Solid Waste permit.

I hope this addresses some of the questions from the other night. We are still developing some of the layout options that were discussed. Please don't hesitate to call to discuss.

Thanks,

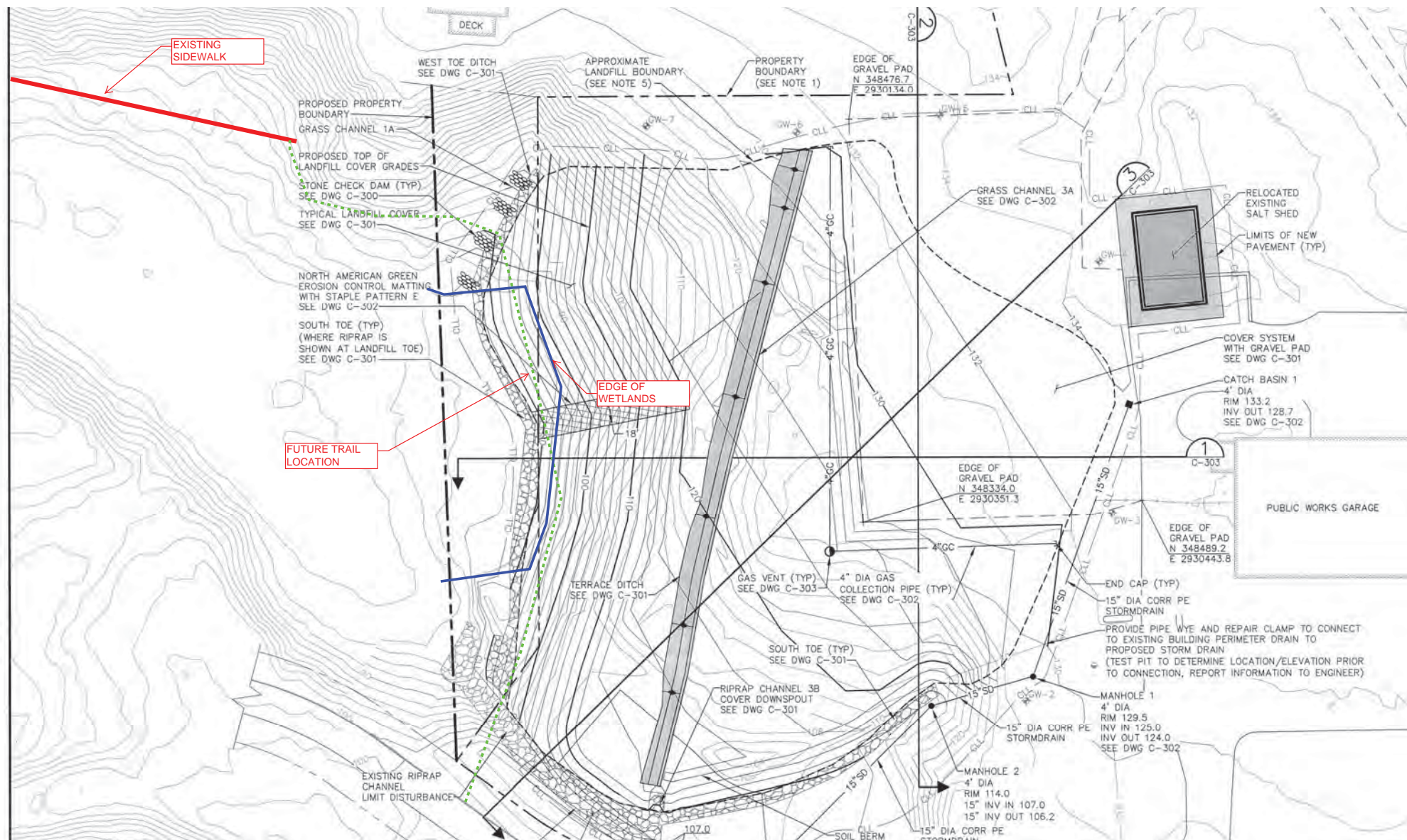
Dan

Daniel P. Diffin, P.E., LEED AP BD+C



P.O. Box 85A

4 Blanchard Road
Cumberland Center, Maine 04021



Neighborhood Meeting

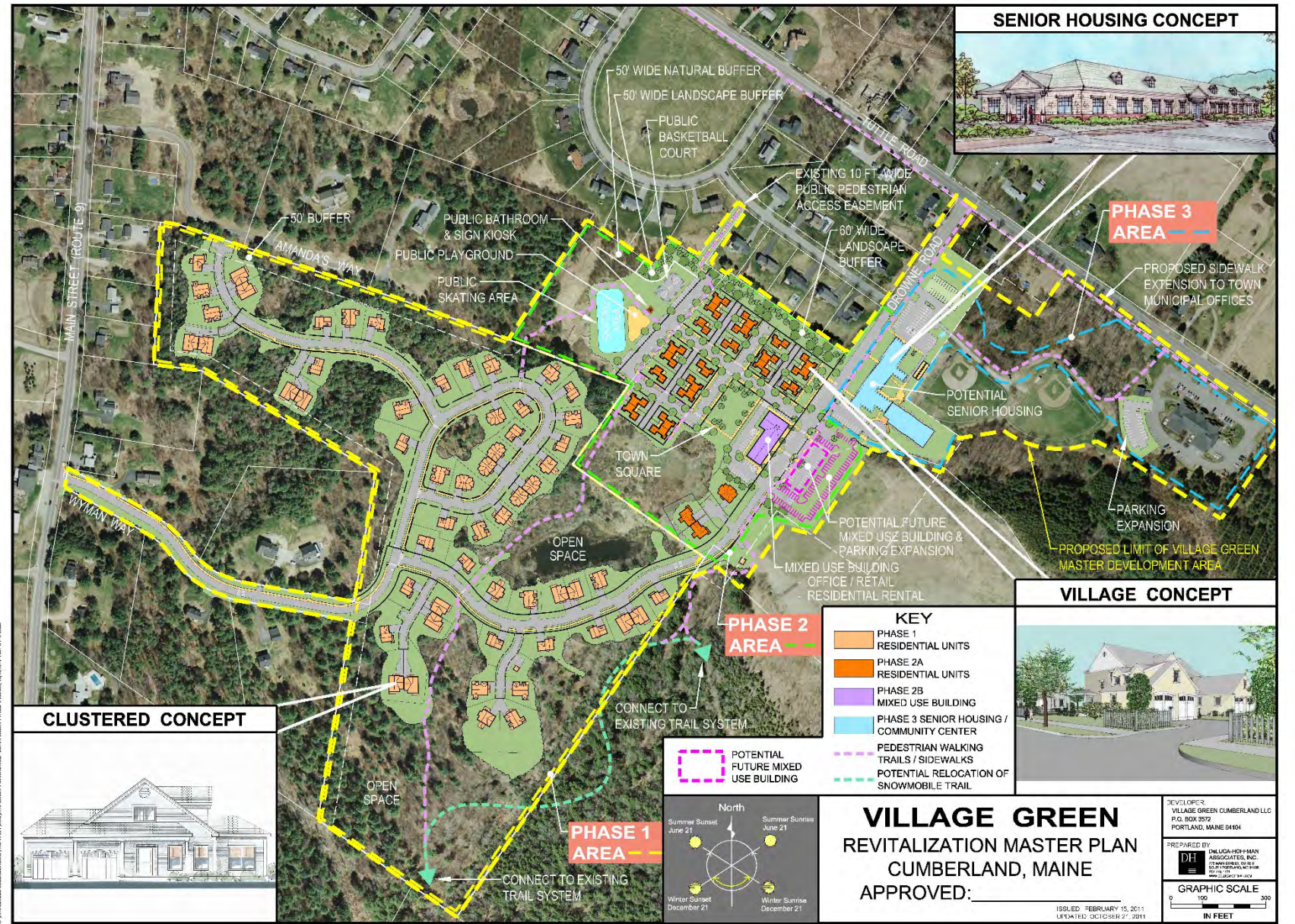
October 26, 2016

by

William R. Shane, Town Manager

Dan Diffin, Project Engineer

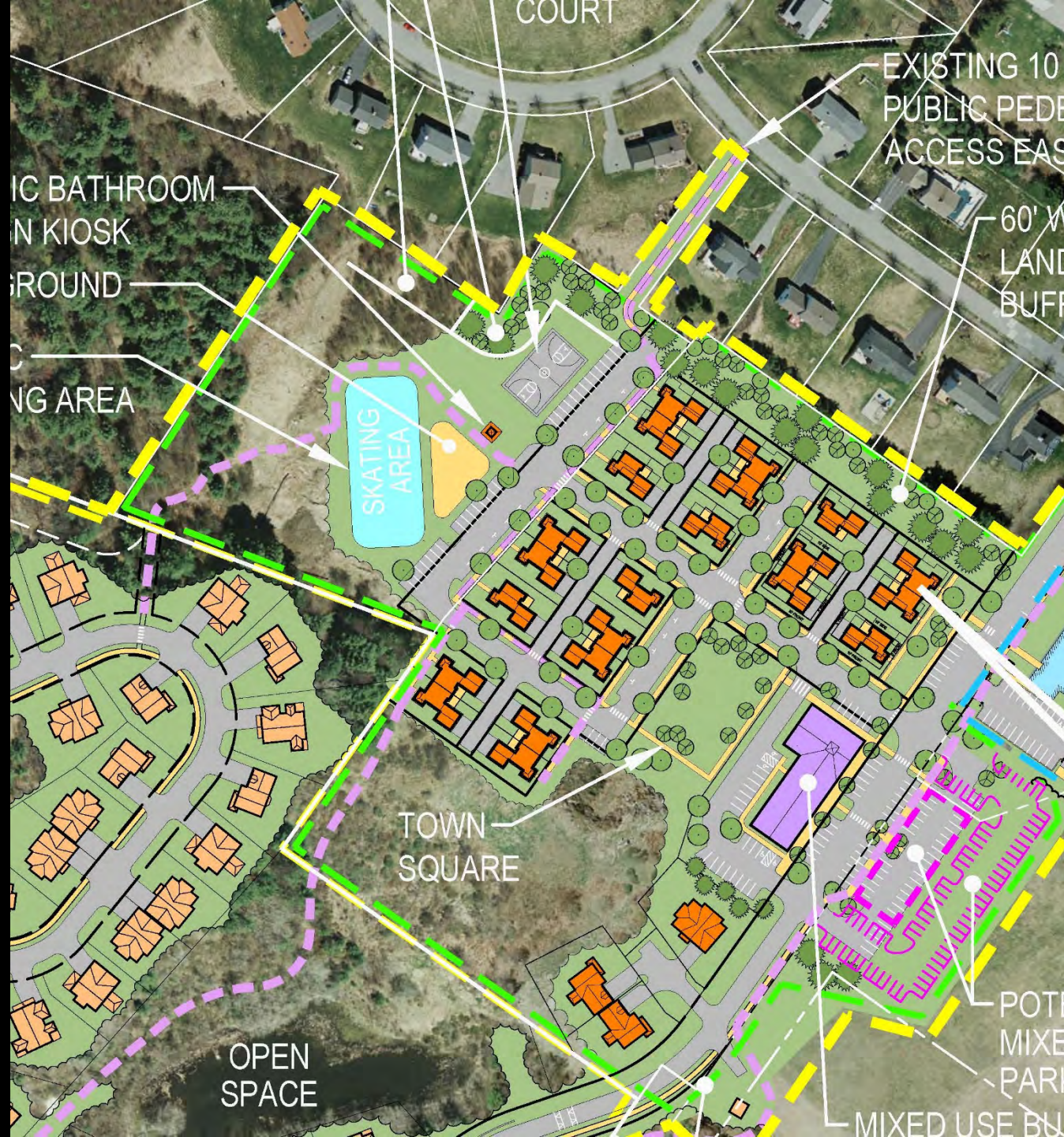
Sevee & Maher



Master Plan Three Phases

1. Single Family Homes
2. Move Garage & Add Town Houses & Commercial Buildings
3. Re-Purpose Drowne Road School into Senior Housing

Actual – 1 , 3, 2 Pending





\\nasnet-cs1\CD\Drawings\Wood Waste\CD Landfill Closure\Asad\Figures\CONCEPT.dwg, 9/24/2014 7:48:37 AM, jf



NOTES:

1. CONCEPT PLAN PREPARED BY FST, SOUTH PORTLAND, MAINE, DATED JANUARY 2011.
2. EXISTING PROPERTY BOUNDARY PREPARED BY BOUNDARY POINTS PROFESSIONAL LAND SURVEYING, LLC, CUMBERLAND, MAINE, DATED JUNE 29, 2014. VERTICAL DATUM: NAVD 1988. HORIZONTAL DATUM: NAD83.
3. APPROXIMATE WASTE LIMITS BASED ON TEST PITTING BY SME.
4. AERIAL IMAGE FROM GOOGLE EARTH DATED SEPTEMBER 18, 2013.

LEGEND

- EXISTING PROPERTY BOUNDARY
- PROPOSED PROPERTY BOUNDARY
- LANDFILL LIMIT
- 100-FOOT VARIANCE SETBACK

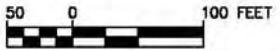


FIGURE 1
CONCEPT PLAN
WOOD WASTE/CDD LANDFILL
CUMBERLAND, MAINE

- Began Searching for new Public Works Sites
- Identified 10 Sites
- Began Cost Analysis - \$5 M to \$6M
- Landfill was required to be closed in early 1990's
- Boundaries and Test Pits uncovered a larger area
- Town Council decided price tag too steep
- Directed Manager to look for Partners

















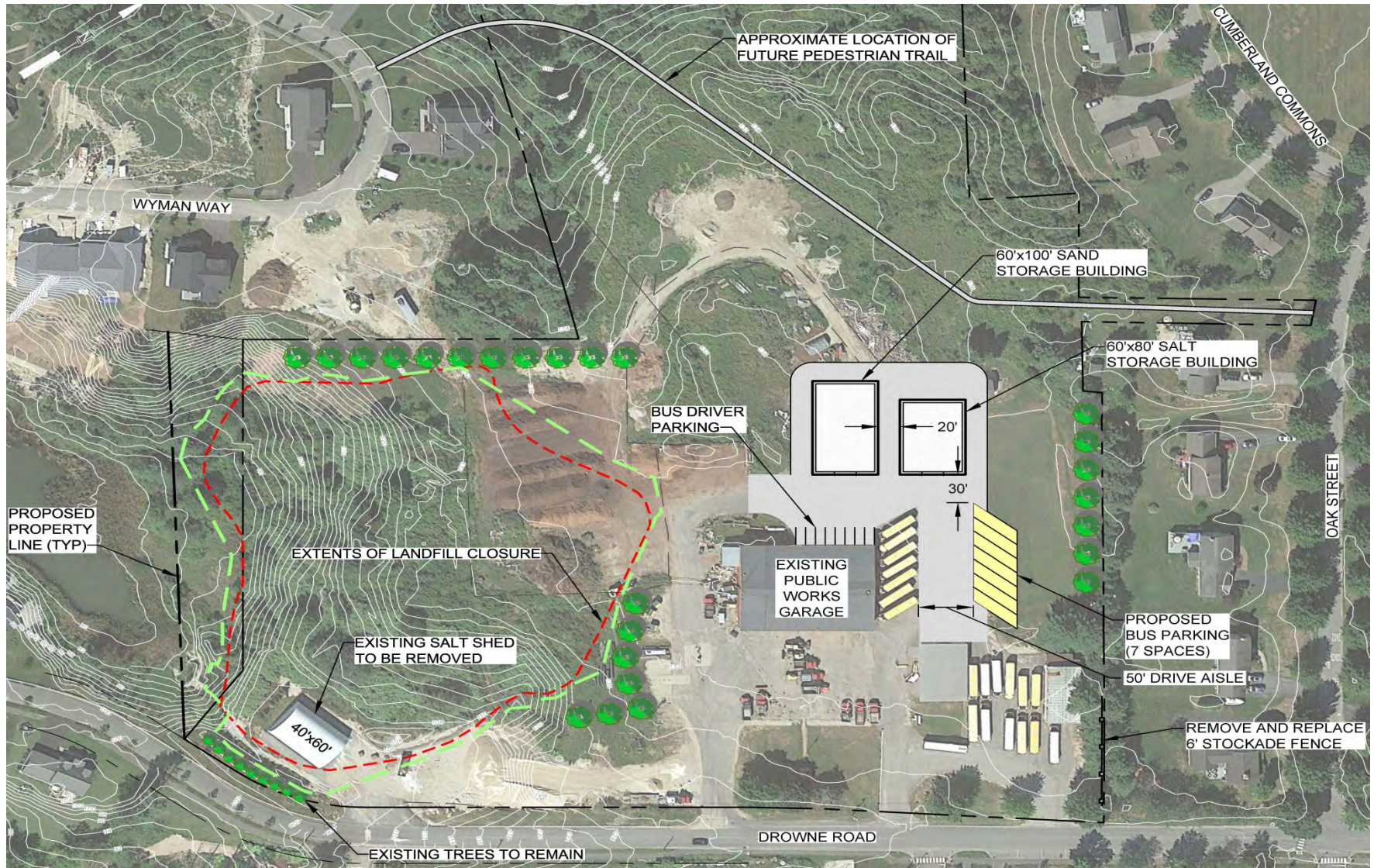
Landfill Closure

- 2014 Environmental Assessment Identified 3-acre WW/CD Landfill
- In use from 1980 to 1994
- State mandated closure as part of Town Landfill permit
- Design and Permitting of Closure complete in 2015
- Construction scheduled for 2017.
- Will require relocation of PW Facilities

PW Site Impacts

- Siting of Relocated Salt/Sand Buildings
- Truck Access to New Buildings
- Bus Parking Re-alignment
- Temporary shut-down of Compost Op.
- Vegetation w/in Landfill Footprint

Landfill & PW Site Plan





NOTES:

- EXISTING PARCEL FROM TOWN OF CUMBERLAND GIS.
- AERIAL PHOTO FROM GOOGLE EARTH, DATED 9/18/2013.

LEGEND

- PARCEL LINES
- PROPOSED PROPERTY LINE

DWG: LOT 2 SITE OPTIONS LMN: SITE-2-PRESENTATION CTB: SME-STD REV: 3/18/2014

40 0 80 160 FEET

CONCEPTUAL SITE PLAN
PUBLIC WORKS FACILITY
TOWN OF CUMBERLAND
CUMBERLAND, MAINE

SME
Sevee & Maher Engineers, Inc.

ENVIRONMENTAL • CIVIL • GEOTECHNICAL • WATER • COMPLIANCE

4 Blanchard Road, PO Box 85A, Cumberland Center, Maine 04021
Phone 207.829.5016 • Fax 207.829.5692 • www.smemaine.com

BUDGET REPORT

REVENUES



Financials, Revenue & Citizen Services and Human Capital Management



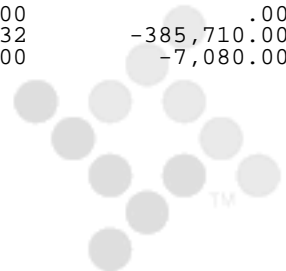
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TOWN OF CUMBERLAND HISTORICAL ACTUALS COMPARISON REPORT

PAGE 1
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FOR PERIOD 05 OF 2017

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
<hr/>					
0011 Tax Revenues					
<hr/>					
0011 0303 Motor Vehicle Excise Tax	-685,305.36	-713,535.98	-778,792.03	-722,972.97	-1,480,000.00
0011 0304 Boat Excise Tax	-2,604.60	-1,555.80	-2,480.50	-1,868.20	-10,000.00
0011 0325 Supplemental Taxes	.00	.00	.00	-2,770.35	.00
0011 0328 Outer Islands Property Tax	-20,783.21	.00	-19,944.63	-21,676.03	-40,000.00
0011 0329 Payment in Lieu of Taxes	-11,556.00	-14,328.00	-14,804.00	-14,902.00	-28,000.00
TOTAL Tax Revenues	-720,249.17	-729,419.78	-816,021.16	-764,189.55	-1,558,000.00
0012 License & Permit Revenues					
<hr/>					
0012 0311 Hunting & Fishing License	-185.25	-200.75	-144.00	-103.75	-600.00
0012 0312 Marriage Lic & Vital Records	-1,167.20	-1,460.40	-1,266.60	-1,168.26	-1,900.00
0012 0313 Birth Certificates	-807.40	-503.60	-450.00	-649.40	-365.00
0012 0314 Death Certificates	-427.20	-547.40	-440.00	-620.40	-1,000.00
0012 0315 Clerk Licenses	-1,235.00	-1,235.00	-1,365.00	-260.00	-4,500.00
0012 0316 Shellfish Licenses	-87.85	-47.14	-25.00	-14.28	-3,000.00
0012 0317 Conservation Fees	-33.15	-22.86	-10.00	-5.72	-500.00
0012 0334 Snowmobile Reg	-12.00	-17.00	-21.00	-19.00	-200.00
0012 0361 Auto Reg. Fees	-9,010.00	-8,746.00	-8,951.00	-7,632.00	-21,000.00
0012 0362 Boat Reg. Fees	-485.60	-456.40	-142.00	-121.00	-500.00
0012 0366 Building Permits	-36,230.33	-40,455.82	-36,368.85	-66,815.23	-70,000.00
0012 0367 Electrical Permits	-9,617.13	-9,842.15	-7,746.15	-7,778.10	-18,000.00
0012 0368 Plumbing Permits	-10,825.30	-10,846.25	-6,869.98	-8,292.50	-18,000.00
0012 0369 Other Permits	-925.00	-950.00	-350.00	-892.00	-2,500.00
0012 0383 Agent Fees-Moses	-6.00	-2.00	.00	.00	.00
0012 0398 Application Fee	-533.33	-400.00	-255.56	.00	-1,000.00
0012 0401 Dog Licenses	-1,042.00	-323.00	-331.00	-340.00	-3,000.00
0012 0404 Commercial Haulers License	.00	.00	-200.00	-100.00	-300.00
TOTAL License & Permit Revenue	-72,629.74	-76,055.77	-64,936.14	-94,811.64	-146,365.00
0013 Intergovernmental Revenues					
<hr/>					
0013 0327 Homestead State Reimb	-119,408.00	-81,770.00	-128,242.00	-183,920.00	.00
0013 0331 State Revenue Sharing	-171,651.30	-150,563.65	-191,172.23	-142,051.32	-385,710.00
0013 0332 Park Fee Sharing	.00	.00	.00	.00	-7,080.00



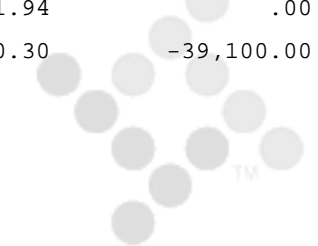
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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

PAGE 2
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FOR PERIOD 05 OF 2017

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0013 0335 DOT Block Grant	.00	.00	.00	.00	-63,000.00
0013 0337 State Grant revenue	.00	-2,673.74	.00	.00	.00
0013 0338 Federal Grants	.00	-10,000.00	.00	.00	.00
0013 0341 North Yarmouth Recreation Shar	-12,589.00	-8,976.00	-1,822.00	-10,934.00	-43,667.00
0013 0342 North Yarmouth Library Share	-32,819.00	-35,345.00	-36,488.00	-36,100.00	-144,333.00
0013 0347 North Yarmouth Channel 2	-550.00	-636.00	-637.00	-668.00	-2,808.00
0013 0348 ACO Sharing Payments	-2,475.00	.00	.00	.00	-12,644.00
TOTAL Intergovernmental Revenue	-339,492.30	-289,964.39	-358,361.23	-373,673.32	-659,242.00
0015 Other Revenues					
0015 0305 Interest & Penalties	-16,460.12	-8,518.56	-9,690.18	-4,873.22	-40,000.00
0015 0306 Over/Short	164.05	-121.24	-66.37	-296.92	-100.00
0015 0364 Growth Permits	-2,400.00	-2,300.00	-1,800.00	-11,900.00	-2,000.00
0015 0365 Board of Appeals	.00	.00	-100.00	.00	-100.00
0015 0379 Investment Earnings	-135.22	-116.10	1,040.88	-74.05	.00
0015 0382 Sale of Assets	-550.00	-2,100.00	.00	.00	-5,000.00
0015 0390 Misc. Revenue	-35,246.80	-35,667.73	-2,708.06	-1,301.21	-35,000.00
0015 0399 Staff Review Fee	-1,416.67	-5,059.00	-719.44	-1,000.00	-10,000.00
0015 0402 Cable TV Revenue	.00	.00	.00	.00	-107,000.00
0015 0403 Mooring Fees	-135.00	-135.00	-135.00	-300.00	-1,000.00
0015 0410 Private Ways	-200.00	-400.00	-600.00	-200.00	-400.00
0015 0432 Workers Compensation Dividend	-15,122.30	-13,804.80	.00	-3,294.00	.00
0015 0508 Impact Fees	-41,506.35	-42,157.05	-52,402.00	-136,634.40	-50,000.00
0015 0513 Assessing Records	.00	-30.00	.00	.00	.00
TOTAL Other Revenues	-113,008.41	-110,409.48	-67,180.17	-159,873.80	-250,600.00
0021 Police Related Revenues					
0021 0351 Police Issued Permits	-526.14	-368.00	-225.00	-657.00	-3,500.00
0021 0353 Police Insurance Reports	-232.00	-202.00	-248.00	-144.00	-500.00
0021 0390 Miscellaneous Police Revenue	-1,042.08	-78.00	-15.00	-36.00	-500.00
0021 0427 Parking Tickets	.00	.00	.00	.00	-100.00
0021 0431 Outside Detail	-20,987.58	-14,551.30	-20,258.83	-18,499.36	-30,000.00
0021 0536 Animal Control Officer Revenue	-721.00	-518.00	-632.00	-522.00	-2,500.00
0021 0546 Court Reimbursements	-1,306.71	-569.80	-150.00	.00	-2,000.00
0021 0620 Federal Grant revenue	-12,500.00	.00	-25,000.00	-741.94	.00
TOTAL Police Related Revenues	-37,315.51	-16,287.10	-46,528.83	-20,600.30	-39,100.00



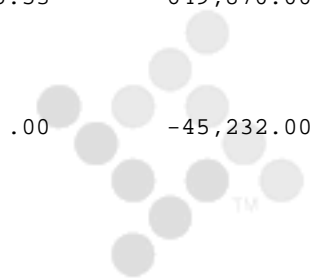
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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

PAGE 3
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FOR PERIOD 05 OF 2017

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
<hr/>					
0022 Fire Related Revenues					
<hr/>					
0022 0390 Misc. Revenue	.00	.00	-5.00	-2.50	-1,000.00
0022 0431 Outside Details	-17,758.00	-2,990.00	-16,462.80	-1,610.00	-15,000.00
0022 0504 Rescue Billing	-15,233.90	-28,708.60	-49,983.05	-50,011.33	-155,000.00
0022 0505 Non Emergency Transports	.00	-10,918.72	-31,371.53	-30,893.89	-31,200.00
0022 0507 Paramedic Intercepts	-1,500.00	.00	.00	.00	-500.00
TOTAL Fire Related Revenues	-34,491.90	-42,617.32	-97,822.38	-82,517.72	-202,700.00
0031 Public Works Related Revenues					
<hr/>					
0031 0355 Recycling Income	-20.00	.00	.00	.00	.00
0031 0390 Misc. Revenue	-312.00	-31,843.00	-273.00	-78.00	-500.00
0031 0517 Bags/Universal Waste	-79,636.50	-82,710.50	-73,130.00	-81,218.50	-260,000.00
0031 0539 Brush Passes	-1,173.00	-1,385.00	-988.00	-1,351.00	-7,500.00
TOTAL Public Works Related Rev	-81,141.50	-115,938.50	-74,391.00	-82,647.50	-268,000.00
0037 ValHalla Revenues					
<hr/>					
0037 0306 Over/Short	.00	.00	-9.43	-9.62	.00
0037 0329 Payment in Lieu of Taxes	.00	.00	.00	.00	-2,000.00
0037 0357 Golf Memberships	.00	.00	-110,834.35	-93,026.38	-223,938.00
0037 0358 Greens Fees	.00	.00	-77,015.95	-66,046.70	-125,311.00
0037 0359 Golf Cart Rentals	.00	.00	-46,874.02	-47,071.49	-87,853.00
0037 0378 Soda Sales	.00	.00	-1,705.87	-1,683.69	-2,823.00
0037 0416 Practice Range	.00	.00	-6,589.00	-5,271.75	-11,545.00
0037 0417 VH Program Revenues	.00	.00	-12,954.00	-19,655.00	-56,253.00
0037 0419 Advertising Sales	.00	.00	.00	-450.00	-26,237.00
0037 0522 Outing Golf	.00	.00	-69,602.08	-56,391.43	-72,310.00
0037 0560 Rental Income	.00	.00	-6,611.17	-11,589.47	-21,600.00
0037 0565 Cell Tower Land Lease	.00	.00	.00	-9,000.00	-20,000.00
TOTAL ValHalla Revenues	.00	.00	-332,195.87	-310,195.53	-649,870.00
0041 Recreation Related Revenues					
<hr/>					
0041 0371 Fall Recreation Revenue	-40,167.96	-33,686.50	-44,541.00	.00	-45,232.00



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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

PAGE 4
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FOR PERIOD 05 OF 2017

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
0041 0372 Winter Recreation Revenue	-27,208.00	-37,396.26	-41,610.00	.00	-104,661.00
0041 0373 Spring Recreation Revenue	-21.00	-2,498.00	.00	.00	-24,724.00
0041 0374 Summer Recreation Revenue	-37,578.79	-36,024.92	-21,743.50	.00	-234,135.00
0041 0440 41100 After School Programs	-42,919.45	-64,413.35	-68,412.00	-85,112.22	-195,152.00
0041 0441 41110 Youth Enrichment Programs	.00	.00	.00	-25,652.51	.00
0041 0442 41120 Youth Sports Programs	.00	.00	.00	-33,809.00	.00
0041 0443 41130 Skiing Programs	.00	.00	.00	-28,260.00	.00
0041 0444 41140 Day Camps	.00	.00	.00	-44,802.05	.00
0041 0445 41150 Swimming Programs	.00	.00	.00	-7,561.00	.00
0041 0446 41160 Adult Enrichment Revenue	.00	-11,591.50	-12,121.15	-10,994.50	-35,849.00
0041 0447 41170 Adult Fitness Revenue	.00	-16,150.05	-20,170.68	-26,705.10	-63,216.00
0041 0448 41190 Special Events/Trips Reven	.00	.00	.00	-1,012.00	.00
0041 0449 41190 Recreation Programs	-5,308.50	-3,501.66	-2,764.00	-2,531.55	-8,939.00
0041 0570 41190 Rec Soccer Revenue	-10,320.00	-7,456.00	-6,815.00	-11,760.00	-14,235.00
0041 0606 41190 CPR/First Aid Revenues	.00	.00	1,551.20	-300.00	.00
TOTAL Recreation Related Reven	-163,523.70	-212,718.24	-216,626.13	-278,499.93	-726,143.00
0043 Park Revenues					
0043 0391 Field Usage Fees	-6,182.70	-6,882.40	-5,427.16	-1,910.00	-10,000.00
0043 0617 Twin Brooks Donations	.00	-25.00	.00	.00	.00
TOTAL Park Revenues	-6,182.70	-6,907.40	-5,427.16	-1,910.00	-10,000.00
0045 Library Related Revenues					
0045 0379 Library Interest Income	-79.80	-60.48	-93.80	.00	-200.00
0045 0392 Library Fines	-1,908.98	-2,923.49	-2,182.68	-1,272.13	-3,500.00
0045 0394 Misc. Library Revenue	-444.00	-656.50	-652.40	-840.10	.00
TOTAL Library Related Revenues	-2,432.78	-3,640.47	-2,928.88	-2,112.23	-3,700.00
TOTAL General Fund	-1,570,467.71	-1,603,958.45	-2,082,418.95	-2,171,031.52	-4,513,720.00
TOTAL REVENUES	-1,570,467.71	-1,603,958.45	-2,082,418.95	-2,171,031.52	-4,513,720.00
GRAND TOTAL	-1,570,467.71	-1,603,958.45	-2,082,418.95	-2,171,031.52	-4,513,720.00



EXPENDITURES

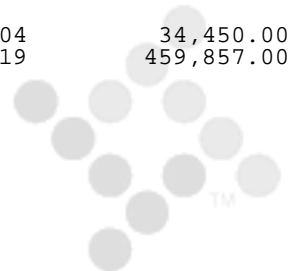


Financials, Revenue & Citizen Services and Human Capital Management

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FOR PERIOD 05 OF 2017

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
<hr/>					
10 General Government					
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130 Administration	225,382.70	240,547.92	259,769.32	242,993.40	539,990.00
140 Assessor	38,408.04	28,804.02	32,424.37	27,821.35	84,392.00
150 Town Clerk	72,295.87	81,699.41	88,970.47	70,432.10	204,682.00
160 Technology	96,141.40	76,028.26	84,347.98	97,053.75	179,227.00
165 Elections	3,370.89	8,267.44	1,510.99	1,936.76	14,103.00
170 Planning	22,124.48	24,605.56	24,925.61	21,708.85	60,521.00
190 Legal	9,250.68	15,054.59	16,533.38	10,653.50	42,500.00
999 Finance/GAAP entries	.00	-63.26	11.53	.00	.00
TOTAL General Government	466,974.06	474,943.94	508,493.65	472,599.71	1,125,415.00
20 Public Safety					
<hr/>					
210 Police	443,323.09	519,461.17	508,528.09	484,199.38	1,251,821.00
220 Fire	294,837.91	362,870.51	356,194.80	324,625.06	892,066.00
240 Code Enforcement	29,000.59	39,233.15	44,458.68	29,654.65	78,681.00
260 Animal Control	18,059.33	12,025.84	16,140.81	15,707.01	31,048.00
TOTAL Public Safety	785,220.92	933,590.67	925,322.38	854,186.10	2,253,616.00
30 Public Services					
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310 Public Works	282,195.94	323,547.29	321,395.41	302,374.14	1,079,901.00
320 Waste Disposal	191,087.19	195,138.39	175,762.26	124,196.26	507,051.00
430 Parks	91,602.67	135,693.87	137,042.79	120,790.59	241,284.00
440 West Cumberland Rec	1,507.75	581.65	95.15	963.89	7,775.00
470 Historical Society Building	.00	.00	154.88	592.23	3,952.00
TOTAL Public Services	566,393.55	654,961.20	634,450.49	548,917.11	1,839,963.00
37 Val Halla Golf Club					
<hr/>					
350 Valhalla-Club	.00	.00	15,359.53	16,221.04	34,450.00
360 Valhalla-Course	.00	.00	291,086.78	229,551.19	459,857.00



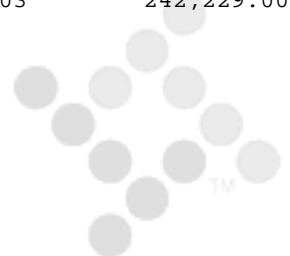
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TOWN OF CUMBERLAND
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FOR PERIOD 05 OF 2017

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
370 Valhalla-Pro Shop	.00	.00	149,849.16	136,768.32	201,158.00
TOTAL Val Halla Golf Club	.00	.00	456,295.47	382,540.55	695,465.00
40 Recreation					
410 Recreation	297,355.16	375,804.28	383,744.98	357,208.72	839,396.00
TOTAL Recreation	297,355.16	375,804.28	383,744.98	357,208.72	839,396.00
45 Library					
450 Library	152,166.67	157,346.85	162,456.11	141,304.27	417,655.00
TOTAL Library	152,166.67	157,346.85	162,456.11	141,304.27	417,655.00
50 Health & Welfare					
580 General Assistance	13,576.54	13,111.48	25,107.67	9,233.04	35,000.00
590 Health Services	6,639.55	8,139.55	11,139.55	11,341.45	13,375.00
TOTAL Health & Welfare	20,216.09	21,251.03	36,247.22	20,574.49	48,375.00
90 Other					
620 Cemetery Association	25,700.00	22,500.00	32,500.00	27,925.00	26,700.00
630 Conservation Commission	1,500.00	2,163.56	5,961.36	2,750.00	6,000.00
800 Fire Hydrants	24,036.36	19,958.30	20,734.16	21,367.86	67,425.00
810 Street Lighting	12,256.84	13,674.97	14,266.29	10,902.73	38,850.00
830 Contingent	10,375.08	.00	2,958.70	3,432.74	10,000.00
840 Municipal Building	67,823.26	66,550.97	23,743.75	25,108.22	73,254.00
850 Abatements	13,166.70	41,149.22	7,314.21	29,466.48	20,000.00
TOTAL Other	154,858.24	165,997.02	107,478.47	120,953.03	242,229.00
98 Fixed Expenses					



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FOR PERIOD 05 OF 2017

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
650 Debt Service	573,109.57	594,419.19	571,794.72	564,582.17	958,471.00
750 Insurance	167,005.35	139,515.06	152,986.02	147,579.60	276,607.00
860 MSAD #51	5,698,544.87	5,963,877.50	6,482,104.55	5,353,491.36	16,060,474.00
890 County Tax	665,675.00	696,073.00	747,431.00	775,374.00	775,374.00
910 Capital Imp. Plan	1,133,693.00	1,323,868.00	1,181,500.00	1,038,598.00	1,038,598.00
TOTAL Fixed Expenses	8,238,027.79	8,717,752.75	9,135,816.29	7,879,625.13	19,109,524.00
TOTAL General Fund	10,681,212.48	11,501,647.74	12,350,305.06	10,777,909.11	26,571,638.00
TOTAL EXPENSES	10,681,212.48	11,501,647.74	12,350,305.06	10,777,909.11	26,571,638.00
GRAND TOTAL	10,681,212.48	11,501,647.74	12,350,305.06	10,777,909.11	26,571,638.00

