

# **AGENDA**

Cumberland Town Council Meeting

Town Council Chambers

**MONDAY, March 27, 2017**

**5:50 P.M. Nominating Committee Meeting**

**6:00 Workshop**

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

**6:00 P.M. WORKSHOP with Planning Board** re: Sign Ordinance

**I. CALL TO ORDER**

**II. APPROVAL OF MINUTES**

March 13, 2017

**III. MANAGER'S REPORT**

- Lew Incze, Resignation from Coastal Waters Commission
- Brown Tail Moth letters and meeting
- Contract Zone Agreement Village Green – lot line
- April 10<sup>th</sup> Budget Presentation
- April 10<sup>th</sup> and 24<sup>th</sup> Retail Marijuana Ordinance

**IV. PUBLIC DISCUSSION**

**V. LEGISLATION AND POLICY**

- 17 – 036** To hold a Public Hearing to consider and act on repealing and replacing Section 315-63 (Signs) of the Cumberland Code, as recommended by the Planning Board.
- 17 – 037** To hold a Public Hearing to consider and act on adding MSAD #51 properties (Tax Map U11, Lots 1, 8 & 9 and Tax Map U13, Lot 112) to the Town Center District (TCD) zone, as recommended by the Planning Board.
- 17 – 038** To hold a Public Hearing to consider and act on a Contract Zone amendment for Cumberland Foreside Village, as recommended by the Planning Board.
- 17 – 039** To consider and act on a Contract Zone Agreement amendment request for Bateman Partners, LLC for Village Green.
- 17 – 040** To hold a Public Hearing to consider and act on a liquor license renewal for the Golf Learning Center from April 14, 2017 to April 13, 2018.
- 17 – 041** To reappoint William Longley as Code Enforcement Officer and Richard Wentworth as alternate Electrical Inspector for the term of April 2, 2017 – March 31, 2018.
- 17 – 042** To set the week of May 15<sup>th</sup> - 19<sup>th</sup> for Spring Bulky Item Pick Up Week.
- 17 – 043** To appoint members to vacant board and committee seats.
- 17 – 044** To appoint Benjamin Burnes and Matthew Merriman as Shellfish Wardens and Harbor Masters.

**17 – 045** To set a Public Hearing date of April 10<sup>th</sup> to consider and act on a Mass Gathering Permit for Binnie Media's Maine Ultimate Yard sale to be held on June 10, 2017 at the Cumberland Fair Grounds.

**17 – 046** To hear a report from the Tax Collector re: foreclosures. ***TABLE to April 10th***

**VI. NEW BUSINESS**

- Shellfish Ordinance
- TCD Standards Update
- Animals

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

**VIII. ADJOURNMENT**

# MOTIONS

# MOTIONS

**17 – 036 I move to repeal and replace** Section 315-63 (Signs) of the Cumberland Code, as recommended by the Planning Board.

**OR**

**I move to repeal and replace** Section 315-63 (Signs) of the Cumberland Code, as recommended by the Ordinance Committee

**17 – 037 I move to add** the MSAD #51 properties (Tax Map U11, Lots 1, 8 & 9 and Tax Map U13, Lot 112) to the Town Center District (TCD) zone, as recommended by the Planning Board.

**17 – 038 I move to approve** the Contract Zone amendments for Cumberland Foreside Village, as recommended by the Planning Board.

**17 – 039 I move to accept** the staff recommendation to amend the Contract Zone Agreement for Bateman Partners, LLC for Village Green, and to move forward in the new Contract Zone Agreement process.

**17 – 040 I move to approve** the liquor license renewal for the Golf Learning Center from April 14, 2017 to April 13, 2018.

**17 – 041 I move to reappoint** William Longley as Code Enforcement Officer and Richard Wentworth as alternate Electrical Inspector for the term of April 2, 2017 – March 31, 2018.

**17 – 042 I move to set** the week of May 15<sup>th</sup> - 19<sup>th</sup> for Spring Bulky Item Pick Up Week.

**17 – 043 I move to appoint** Sally Stockwell to the Conservation Subdivision Committee, Judy Wohl to the Lands & Conservation Commission (Forestry sub-committee) and Bill Hansen to the Parks and Recreation Commission.

**17 – 044 I move to appoint** Benjamin Burnes and Matthew Merriman as Shellfish Wardens and Harbor Masters.

**17 – 045 I move to set** a Public Hearing date of April 10<sup>th</sup> to consider and act on a Mass Gathering Permit for Binnie Media's Maine Ultimate Yard sale to be held on June 10, 2017 at the Cumberland Fair Grounds.

**17 – 046 No action necessary.**

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



# MINUTES

## 03/13/17

# MINUTES

Cumberland Town Council Meeting  
Town Council Chambers

**MONDAY, March 13, 2017**

**5:30 P.M. FINANCE COMMITTEE WORKSHOP** re: FY'18 Budget

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

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

**I. APPROVAL OF MINUTES**

Motion by Councilor Gruber, seconded by Councilor Stiles, to accept the February 27, 2017 meeting minutes as presented.

VOTE: 5-0-2 (Bingham and Edes abstained)      MOTION PASSES

**II. MANAGER'S REPORT**

Nomination papers will be available on Monday, March 20<sup>th</sup> at the Town Clerk's office. There are 2 Town Council seats and 2 School Board seats up this year.

On Saturday, April 8<sup>th</sup>, there will be a ground breaking ceremony for the central fire station renovation project. We are trying to get some of the previous Fire Chief's to attend. It will be a very exciting day. More information as it becomes available on this.

As many are aware, there was a lot of controversy back in the 1960's until just a few years ago, regarding the water level of Knight's Pond. Back in the 60's there was a court order that defined where the water levels could go, but unfortunately that water level was never tied to an elevation. It was tied to a series of metal stakes that were placed around the pond and for years there has been a lot of discussion on where those levels should be. When the Towns of Cumberland and North Yarmouth, along with the Land Trust purchased the Knight's Pond property, we declared that the water level would be at the level of the concrete weir closest to the pond. We thought that level was agreed upon. The Land Trust hired several engineers and spend approximately \$10,000 to do engineering studies related to the hydraulics of the pond. Part of the recommendation to keep the pond at that level was to put a 6 inch notch, approximately 2 feet in length into the existing dam. This has not worked very well. The issue is the maintenance of the dam. There is a lot of debris and we have tried, unsuccessfully, for 3 months to get permission from the DEP to build an access road from the parking lot to the dam so the debris can be removed and the flow would improve. This would also allow us to do maintenance on the backside of the pond on a regular basis.

The Manager proposed that we authorize a hydraulic analysis of the 40 acre pond at a cost of approximately \$2,500. It would give us more insight as to what is going on around the pond.

Chairman Turner said that Whit Smith, who owns property along the back corner of the parcel has the most "heartburn" about what is going on around the pond right now. His end of the pond is getting flooded and he is outraged about it, and he has every reason to be. Councilor Turner recalls that there was a promise made that the forward dam was going to be regulated at such a way that historical levels would be kept. Mr. Smith's feeling of being betrayed has some accuracy to it.

Chairman Turner polled the Council to see if they agree to authorize the cost of the hydraulic study.

The Council members agreed to authorize the study.

### **III. PUBLIC DISCUSSION**

Brad Hilton of Blanchard Road said that Lyme disease is tied to deer ticks and the deer tick population is tied to deer population. You have to decrease the deer population in order to decrease the tick population. We, as a Town, should be more proactive in decreasing the deer population by encouraging more hunting. He realizes that this is a tough subject because a lot of people are not in favor of hunting. Archery and muzzle loaded hunting is so safe that we should be encouraging it. He suggested getting the Forestry subcommittee of the Lands & Conservation Commission working on this.

Mr. Hilton said that he is working on getting the Town to grant permission to put tree stands in the Town Forest, Rines Forest and Knight's Pond property.

In regard to the sign ordinance amendments and the electronic messaging center (EMC) signs, Mr. Hilton said that the pros and cons are both very strong. He suggested two sentences be added to the 13 provisions in the ordinance:

- 1) The EMC sign shall be parallel to the public road.
- 2) On the corner lot of two public roads, the sign shall be over 30 feet from the corner of the two roads.

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

#### **17 – 028 To consider and act on granting a one-time waiver to allow the Cumberland Lacrosse Club to hold their annual Boys Youth Lacrosse Jamboree on Sunday, June 11<sup>th</sup> beginning at 8:00 a.m. at Twin Brook Recreation Facility, as recommended by the Parks & Recreation Commission.**

Chairman of the Parks and Recreation Commission, Chris Fitzpatrick said that the Commission discussed this at length and they decided to recommend that this be approved as a one-time, non-precedent setting waiver, and any future requests will be handled on a case by case basis.

Councilor Bingham said that he was on the original Twin Brook Committee and recalls the reason the no field use on Sunday before 1:00 p.m. rule was put into place was due to respecting the neighbors, giving the fields a chance to rest, and the opportunity to allow for family time on Sunday. The soccer club tournaments and bonfire are both grandfathered events. He feels that this is a slippery slope and he is not in favor of it.

Councilor Storey-King asked Peter Bingham (Jr.) if he asked the Lacrosse Club if they could hold their event on Saturday. The Parks & Recreation Commission also considered that they are under the gun with this because they have to complete the mass gathering permit process as well.

Mr. Bingham said that he did inquire about Saturday, but has not received a reply yet.

An abutter to Twin Brook (who did not state her name) said that the one day events are much easier to manage than the daily high school practices in terms of making use of the facility.



Councilor Gruber recalled that the reason that they wanted to have it on Sunday is because they are not able to get officials to officiate the event due all the officials being busy with school events on Saturdays. He suggested putting this reason in the motion so we would know why this was granted in the future.

Motion by Councilor Gruber, seconded by Councilor Copp, to grant a one-time waiver, due to the lack of officials available, to allow the Cumberland Lacrosse Club to hold their annual Boys Youth Lacrosse Jamboree on Sunday, June 11<sup>th</sup> beginning at 8:00 a.m. at Twin Brook Recreation Facility, as recommended by the Parks & Recreation Commission.

VOTE: 6-1 (Bingham opposed) MOTION PASSES

**17 – 029 To hold a Public Hearing to consider and act on a liquor license renewal for Rachel’s On the Green from March 30, 2017 to March 29, 2018.**

Town Manager Shane said that staff is recommending approval.

Chairman Turner opened the Public Hearing.

Public discussion: None

Chairman Turner closed the Public Hearing.

Motion by Councilor Edes, seconded by Councilor Storey-King, to approve the liquor license renewal for Rachel’s On the Green from March 30, 2017 to March 29, 2018.

VOTE: 7-0 UNANIMOUS

**17 – 030 To consider and act on amending the contract with Rachel’s On the Green to allow for transfer of business ownership.**

Town Manager Shane explained that this brings the end of a phenomenal partnership with Bubba, Michelle and Rachel Smith, but the business is going to be in good hands with their sister, Patty Dunn and Celeste Ross. The Town Attorney has reviewed this and the contract with Rachel’s On the Green does allow for transfer of ownership. The Manager and the Council thanked Bubba, Michelle and Rachel Smith for all they have done with the restaurant and the community. When Patty and Celeste take over the business, Mike Smith will stay on and run the majority of the day to day operation, as he does now.

Mike Smith said that Patty and Celeste will be coming up with some new, fresh ideas for the restaurant.

Motion by Councilor Bingham, seconded by Councilor Stiles, to amend the contract with Rachel’s On the Green to allow for transfer of business ownership.

VOTE: 7-0 UNANIMOUS

**17 – 031 To set a Public Hearing date of March 27<sup>th</sup> to consider and act on repealing and replacing Section 315-63 (Signs) of the Cumberland Code, as recommended by the Planning Board.**

Councilor Storey-King said that she extended an invitation to the Planning Board to meet with the Council before the next meeting so they can explain their discussion points first hand on this.

Motion by Councilor Bingham, seconded by Councilor Stiles, to set a Public Hearing date of March 27<sup>th</sup> to consider and act on repealing and replacing Section 315-63 (Signs) of the Cumberland Code, as recommended by the Planning Board.

VOTE: 7-0 UNANIMOUS

**17 – 032 To set a Public Hearing date of March 27<sup>th</sup> to consider and act on adding MSAD #51 properties (Tax Map U11, Lots 1, 8 & 9 and Tax Map U13, Lot 112) to the Town Center District (TCD) zone, as recommended by the Planning Board.**

Motion by Councilor Stiles, seconded by Councilor Bingham, to set a Public Hearing date of March 27<sup>th</sup> to consider and act on adding MSAD #51 properties (Tax Map U11, Lots 1, 8 & 9 and Tax Map U13, Lot 112) to the Town Center District (TCD) zone, as recommended by the Planning Board.

VOTE: 7-0 UNANIMOUS

**17 – 033 To set a Public Hearing date of March 27<sup>th</sup> to consider and act on a Contract Zone amendment for Cumberland Foreside Village, as recommended by the Planning Board.**

Motion by Councilor Copp, seconded by Councilor Stiles, to set a Public Hearing date of March 27<sup>th</sup> to consider and act on a Contract Zone amendment for Cumberland Foreside Village, as recommended by the Planning Board.

VOTE: 7-0 UNANIMOUS

**17 – 034 To set a Public Hearing date of March 27<sup>th</sup> to consider and act on a liquor license renewal for the Golf Learning Center from April 14, 2017 to April 13, 2018.**

Motion by Councilor Gruber, seconded by Councilor Stiles, to set a Public Hearing date of March 27<sup>th</sup> to consider and act on a liquor license renewal for the Golf Learning Center from April 14, 2017 to April 13, 2018.

VOTE: 7-0 UNANIMOUS

**17 – 035 To consider and act on authorizing the Town Manager to award the demolition landfill contract to A.H. Grover, Inc.**

Town Manager Shane explained that A.H. Grover was the low bidder and can get started on this project this summer. Staff is recommending approval.

Motion by Councilor Bingham, seconded by Councilor Copp, to authorize the Town Manager to award the demolition landfill contract to A.H. Grover, Inc.

VOTE: 7-0 UNANIMOUS

**V. NEW BUSINESS**

**Councilor Bingham** – he extended condolences to the family of Bob Waterhouse. Bob and his family were all huge contributors to the Town. Bob was one of the original members of the Rines Forest Committee, was the Vice-Chairman of the Comprehensive Plan Revision Committee, was Chairman of the Conservation Subdivision Committee and was newly appointed to the Lands & Conservation Forestry subcommittee. Bob always approached things very methodically and we were very fortunate to get him back on Town committees after his retirement.

**Councilor Gruber** – He attended the celebration of life for Bob Waterhouse. He was stuck by the love in that room with about 1,000 people in attendance. Bob made a remarkable impact on our community.



He sits on the county committee that approves the block grants and has noticed there is a lot of community initiative out there regarding Aging in Place.

Our Aging in Place Committee met last week. They are a very motivated committee with Karen Campbell chairing the committee.

The food pantry reduced their hours lately. This change has been received positively by the patrons and the volunteers.

**Councilor Storey-King** – The Ordinance Committee is working on the recreational marijuana issue and zoning on Amanda's Way.

The new Parks & Recreation Commission met recently. They are ready to get to work.

In regard to the passing of Dr. Waterhouse, he has done some amazing things and his obituary requested donations in lieu of flowers to the Cumberland/Chebeague Land Trust. This shows his ongoing commitment to the environment and our community.

Congratulations to the Greely boys basketball team who won the Maine State Class A basketball tournament. Senior and Co-Captain, Matt McDeavitt won the Mr. Maine Basketball award at the all-star celebration. Congratulations to all.

**Councilor Edes** – Congratulations to Police Chief Rumsey for being appointed to the Maine Criminal Justice Academy Board of Trustees. This is a big position in Maine law enforcement.

**Chairman Turner** – Bob Waterhouse was an amazing man. Condolences to his family.

**Councilor Stiles** – He echoed everyone sentiments in regard to Bob Waterhouse. He will surely be missed.

The Central Fire Station Building Committee continues their work. The groundbreaking ceremony will be on April 8<sup>th</sup>. He wants everyone to be aware that the house next to the fire station is going to be moved the first part of April and a portion of the existing fire station is going to be demolished.

He reminded everyone that his efforts continue to raise money for the 4-H auction to benefit the Food Pantry.

**Councilor Copp** – At the next meeting, the Council will be considering repealing and replacing the sign ordinance. He expects this will be a hot topic and encouraged the public to attend if they have an opinion.

- VII. EXECUTIVE SESSION** pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.  
Motion by Councilor Stiles, seconded by Councilor Copp, to recess to Executive Session pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.  
VOTE: 7-0 UNANIMOUS  
TIME: 8:19 P.M.

Reconvene to regular session at 8:31 P.M.

**VI. ADJOURNMENT**

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

VOTE: 7-0 UNANIMOUS

TIME: 8:31 P.M.

Respectfully submitted by,

Brenda L. Moore  
Council Secretary

# ITEM 17-036

To hold a Public Hearing to consider and act on repealing and replacing Section 315-63 (Signs) of the Cumberland Code, as recommended by the Planning Board

*Gary L. Heiselberg  
Patricia A. Heiselberg  
8 Village Way  
Cumberland Center, Maine 04021*

March 22, 2017

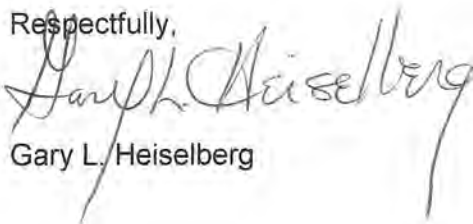
To: Cumberland Town Council Members

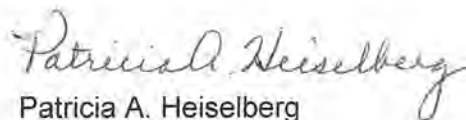
We regret that we will not be able to attend the Town Council meeting scheduled for Monday, March 27, 2017; therefore, we are writing to express our views regarding the agenda item, Public Hearing to consider and act on repealing and replacing Section 315-63 (Signs) of the Cumberland Code as recommended by the Planning Board. As residents within the Town Center District, we feel it important to express our concerns regarding the impact the proposed changes will have on the Town Center District. We are pleased that the recommendation sent forth from the Planning Board eliminates the Electronic Message Center (EMC) portion of the new Ordinance.

We feel that adding EMC Signs within the Town Center District will not in any way benefit the residents and or businesses, and will, in fact, detract from the "town feel" of Cumberland. The EMC Sign at Greely High School has not enhanced the appearance of the school property or the Town Center District and has been viewed as distracting to drivers along Main Street as well as neighboring residences. The flashing messages on the sign do not convey a town atmosphere, but rather a neon urban atmosphere. We oppose the addition of more EMC signs within the district. Signs for current businesses appear to be effectively lighted now and adequately mark their locations. Information about related items is readily available in numerous other ways and need not be posted along the street. We believe lighting from EMC signs will also negatively impact adjacent and nearby residences which already deal with current signage lighting issues.

We hope you will seriously consider the impact that the proposed changes will have on the Town Center District and take necessary action to prohibit EMC signs. We appreciate your time and attention.

Respectfully,

  
Gary L. Heiselberg

  
Patricia A. Heiselberg

## **Notice of Decision**

**Date:** March 2, 2017

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

**Re: Public Hearing: Recommendation to Town Council** to Repeal and Replace Section 315-63 (Signs) of the Cumberland Code. Applicant: Town of Cumberland.

This is to advise you that on February 28, 2017, the Planning Board voted to recommend to the Town Council to Repeal and Replace Section 315-63 (Signs) of the Cumberland Code excluding the EMC/LED lighting sign provisions within the draft document.

Cumberland Planning Board

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Stephen Moriarty, Board Chair



**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) 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.

**(2) Advertising Sign:** A sign that has as 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) Agricultural Sign:** A permanent or temporary identification sign on a parcel of land used in whole or in part for agricultural purposes and/or an advertising sign for the sale of products produced on the property where the sign is located.

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

**(5) Awning Sign:** Any sign placed on the face of an awning. An awning is a flexible, woven cloth fabric mounted above and/or projected above a window or door.

**(6) Banner or Streamer Sign:** A sign made of flexible materials and supported along one or more sides or at two or more corners by staples, tape, wires, ropes, strings or other materials that are not fixed or rigid.

**(7) Billboard Sign:** A board or panel exceeding 15 square feet in area used for the display of posters, or printed or painted advertising matter that directs attention to goods, merchandise, entertainment, or services offered elsewhere than the **premises** where the sign is located.

**(8) 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.

**(9) Construction Sign:** A sign placed at a construction site identifying or announcing the project or the name of the architect, engineer, contractor, financier, or others involved in the development of the project, not to exceed the duration of the project.

**(10) Contractor Sign:** A temporary sign placed on-site by a contractor to advertise the work done on the property during the time such work is being performed.

**(11) 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.

**(12) Directional or Instructional Sign:** An on-premises sign designed to guide vehicular and/or pedestrian traffic by using such words as "Entrance," "Exit," "Parking," "One Way" or similar direction or instruction, but not including any advertising message. The name or logo of the business or use to which the sign is giving direction may also be included on the sign.

**(13) Electronic Message Center Sign:** A digital form of a changeable copy sign that is electronically controlled by remote or automatic means to display characters, numerals or letters through the use of internal illumination, such as Light Emitting Diodes (LEDs).

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

**(15) Flags:** A piece of cloth, varying in size, shape, color, and design, usually attached at one edge to a staff or cord, and used as the symbol of a nation, state, organization or other entity and/or is designed to provide information, e.g., "open". Examples of "flags" are banners and pennants.

**(16) Font Pitch:** A standard measurement to indicate the resolution of a digital sign based on the spacing of LED clusters known as pixels. The pixel pitch is the measurement in millimeters from the center of one pixel to the center of the next.

**(17) 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 on the parcel.

**(18) Helium or Inflated Sign:** A sign that remains airborne when inflated with helium or other gas designed to inflate or levitate the sign.

**(19) Historical Designation Sign:** A sign that gives notice that a property is of an historic nature as determined by a state, federal or local government agency.

**(20) Home Occupation Sign:** A sign containing only the name and occupation of a permitted home occupation.

**(21) Identification Sign:** A sign which displays only the name, address, and/or crest, insignia, trademark, occupation or profession of an occupant or the name of any building on the premises.

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

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

**(24) Internal Illumination:** A sign designed to give forth artificial light through transparent or translucent material from a source of light within the sign, which includes, but may not be limited to sources of light such as Light Emitting Diodes (LEDs).

**(25) 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.

**(26) Maine Department of Transportation (MDOT) Business Directional Sign:** An off-site sign which provides direction to a business location and which is issued by the Maine Department of Transportation (MDOT).

**(27) 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.

**(28) On-Premise Sign:** A sign that is erected and maintained upon the real property on which a business, facility or point of interest advertised by the sign is located that is intended to be permanent in nature. This includes, but is not limited to, Advertising Signs, Directional or Instructional Signs, Home Occupation Signs, Window Signs and Historical Designation Signs.

**(29) Portable Sign:** A sign, not to exceed 2' x 4' in size, that is not permanently affixed to a structure or the ground and that is 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 or menu and sandwich boards.

**(30) 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.

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

**(32) 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.

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

**(34) Roof Mounted Façade Sign:** A sign mounted above the eave line of a structure.

**(35) 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.

**(36) 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. Where a sign includes two-sides, only one side shall be counted for purposes of determining the Sign Area.

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

**(38) Sign Structure or Support:** The supports, up-rights, bracing, or framework of any structure that exhibits, supports or is capable of supporting a sign.

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

**(40) 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.

**(41) 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.

**(42) Temporary Off-Premise Commercial Sign:** A freestanding, non-illuminated sign that is placed within the public right-of-way for a limited period of time. This includes, but is not limited to, Contractor's Signs, Off-Site Real Estate Signs and Yard Sale Signs.

**(43) 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. This includes, but is not limited to, signs such as campaign or election signs and signs promoting or advertising civic events.

**(44) Temporary On-Premise Sign:** A freestanding, non-illuminated sign that is placed upon the real property upon which a business, facility or point of interest advertised by the sign is located that is intended to be temporary in nature for a specified period of time. This includes, but may not be limited to, Construction Signs, Contractor Signs,

Development Identification Signs, Real Estate Signs, Portable Signs, and Yard Sale Signs that are in place for the duration of a specific event, project and/or sale.

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

**(46) Vehicular Sign:** A vehicle that displays a logo, image or text that advertises or calls attention to any thing, person, business, activity or location.

**(47) 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.

**(48) Wind Activated Sign:** Any sign designed and fashioned in such a manner as to move when subjected to wind pressure.

**(49) 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.

**(50) Yard Sale Sign:** A sign with a message advertising the resale of personal property that has been used by the resident.

### **C. APPLICATION PROCESS, PERMITS AND FEES.**

(1) A person who wishes to erect or display a sign within the Town shall make application on a prescribed application form and submit the same to the Town Planner for each location where a sign is desired. For parcels on which more than one sign is permitted under this Section, only one application shall be required. A fee as established by the Town Council in Chapter 84 of the Cumberland Code shall be submitted with each application, except as indicated in Subsection D(1). Each application shall include, at a minimum, information regarding the dimensions, materials, colors, lighting, and method of mounting for the proposed sign.

(2) The Town Planner shall review the application and make a recommendation to the Code Enforcement Officer for approval or denial. The Code Enforcement Officer shall either approve or deny the application within eight (8) working days of receipt of submission. If the application is denied by the Code Enforcement Officer, reasons for the denial shall be provided to the applicant.

(3) Any person aggrieved by the decision of the Code Enforcement Officer regarding an application may appeal to the 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 Board of Adjustment and Appeals shall be final.



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

#### **D. 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.

(a) The provisions of Subsection C of this Section shall not apply to:

- [1] Temporary On-Premise Signs.
- [2] Temporary Off-Premise Noncommercial Signs.
- [3] Historical Designation Signs.
- [4] Agricultural Signs (temporary on premise or temporary off-premise only; permanent on premise signs shall be subject to the provisions of Subsection C)
- [5] Signs relating to or controlling the use of private property.
- [6] Signs associated with one-day sales such as yard/garage/tag sales.
- [7] Directional or Instructional Signs
- [8] Municipal Signs (No current definition.)

#### **E. PROHIBITED SIGN TYPES**

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

- a) Temporary Off-Premise Commercial Signs
- b) Wind Activated Signs
- c) Helium or Inflated Signs
- d) Banner or Streamer Signs
- e) Window Signs
- f) Billboards
- g) Any sign located within a public right of way, except as otherwise permitted by Maine law or this Section.
- h) Roof Mounted Façade Signs
- i) Vehicular Signs that are continuously in the same location, extend beyond the height, width or length of the vehicle, or are used to circumvent the provisions of this Section or Maine law (23 M.R.S.A. § 1913-A (1) (C)).
- j) Internally Illuminated Signs, except where expressly permitted.
- k) Contractor Signs within the public right of way.

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

## **F. EXISTING NON-CONFORMING SIGNS**

- (1) Non-conforming signs 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.
- (2) A non-conforming sign destroyed by accident or act of God may be replaced with a sign that meets the standards of this Section at the time of destruction, provided that a duly issued permit has been obtained.
- (3) Nonconforming signs located within the public right-of-way shall not be permitted to be altered or relocated within the public right-of-way.

## **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 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 or identifies a **bona fide** business conducted, product sold, activity being conducted, or public notice shall be taken down and removed by the owner, agent or person having the beneficial use of the building or premises upon which such sign may be found within a period of 14 days following the date the activity has ceased.
- (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, except as permitted under Subsection D(1)(a).

## **(2) Number of Signs.**

Up to two (2) signs per business may be displayed on any lot in all zoning districts within the Town. These two signs shall not include Temporary On-Premise Signs otherwise permitted by this Section that are placed for a limited duration in association with a specific event, sale or project. 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 may include advertising for products sold on the premises or by the business located on the premises, and such second sign shall not exceed 50% of the allowable sign size for the district in which it is located, regardless of whether it includes product advertising.

## **(3) Dimensional Standards.**

(a) Sign Area: No individual sign shall contain more than 30 square feet of Sign Area 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. Signs in all other districts shall not contain more than 25 square feet of Sign Area.

(b) Height: No individual sign shall have a height greater than 25 feet above the ground level of land upon which it is located and as measured from the ground to the highest point on the sign. Signs attached to a principal structure as defined in Section 315-4 shall not extend above the roofline or the parapet, whichever is higher, but in no event shall the sign be higher than the structure to which it is attached.

(c) Setback: No sign (or attached structure or support) shall be placed at or near the edge of any public way (as may be determined by a lawful authority) so as to obstruct sightlines for pedestrians, cyclists or drivers from the property on which the sign is located or from within the right of way, or otherwise encroach into the airspace of any public right-of-way. 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.

## **(5) 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 25 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.

#### **(6) Flags**

- (a) Freestanding flags that bear messages or are intended to call attention to a business or property in the same manner as a sign shall not be permitted. Flags, such as those that display the word “open,” a business logo or a country or State flag, may be attached to signs, provided that such sign is permitted by and meets all other requirements of this Section. However, no more than one flag may be attached to a permitted sign of any kind.

#### **(7) Route One, Route 100, Town Center District (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 and/or** standards found in this Chapter. Refer to the documents for those districts for specific standards.

### **H. SPECIFIC SIGN TYPES**

#### **(1) Athletic Field Signs.**

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

- [1] Individual signs are to be no more than four (4') feet by **eight (8')** feet.
- [2] 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.

#### **(2) Awning Signs**

Awning Signs shall be allowed in all districts, provided that they receive a permit pursuant to Subsection C of this Section.

### **(3) Changeable Copy Signs.**

Changeable Copy Signs shall be permitted in all districts on lots that do not include residential uses, provided that they receive a permit pursuant to subsection C of this Section.

### **(4) Electronic Message Center (EMC) Signs.**

Electronic Message Center Signs shall be permitted in the **Town Center District** (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. Abutting lots on the same street that are under the same ownership or owned by related entities shall not have more than one EMC.

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 images may be displayed.
2. The EMC Sign shall have only white alpha-numeric characters with conventional fonts on a black background with no other colors or graphics allowed. Font pitch **(resolution)** shall not exceed 16 **millimeters** so as to simulate a traditional painted sign.
3. The EMC Sign shall show only one fixed message at a time.
4. The EMC Sign may not change messages more frequently than once every 20 minutes.
5. When the message changes, it must be done as quickly as **possible**.
6. There shall be no flashing, revolving, animation effects, lights of changing degree and intensity or lights or lighting effects that cause glare.
7. No phasing, rolling, scrolling, flashing or blending is allowed when the message is changed.
8. The EMC Sign must have installed automatic or manual controls or 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 illuminance of the sign face of the EMC during daylight hours shall be limited to 10,000 nits (candelas per square meter measured perpendicular to the rays from the source) and to 500 nits in the permitted hours between dusk and dawn. The illuminance levels shall be confirmed by the installer and are subject to external monitoring by the town, or representative thereof, whose measurement shall prevail.

10. The EMC Sign shall be turned off completely between the hours of 10:00 p.m. and 7:00 a.m.

11. The EMC Sign shall not exceed 42" x 72".

12. The EMC Sign must be encased by a frame made of wood (or wood-like material) or stone (or stone-like material) and designed to be consistent with the architecture of the building. The frame may not exceed 10% of the EMC sign itself.

13. No portable EMC Signs are permitted.

#### **(4) Home Occupation Signs.**

(a) Home occupation signs shall be permitted in all districts. Home Occupation Signs may not exceed four (4) square feet in surface area. A Home Occupation Sign shall be placed on the structure in which the home occupation is located, unless the structure is not visible from the right of way, in which case the sign may be located at the entrance to the property on which the home occupation is located provided that it is located so as not to impact visibility from the driveway or right of way. The sign may only include the name, address, and type of home occupation of the occupant(s) of the premises on which said sign is located.

#### **(5) Maine Department of Transportation (MDOT) Business Directional 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.

(b) Location.

(1) Business directional signs may be located within the State of Maine DOT right-of-way, subject to Maine Department of Transportation (DOT) placement approval, only on approaches to the Town intersections of roads that include one or more State of Maine roads:

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

(c) Standards. Business directional signs erected or in place after the effective date of this Section shall meet all specifications set forth in the Maine Department of Transportation Official Business Directional Signs Regulations.

(1) 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.

(d) Maintenance.

(1) 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.

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

(3) 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.

#### **(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 § 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.

## **I. LIGHTING STANDARDS**

(1) A sign may be externally illuminated, provided that its sole purpose is to identify the premises on which it is displayed and does not include advertisements for products offered at the location. An externally illuminated sign may be displayed in the following zoning districts: Highway Commercial (HC), Office Commercial North (OC-N), Office Commercial South (OC-S), Village Center Commercial (VCC), Village Office Commercial I (VOCI), Village Office Commercial II (VOCII), Mixed Use Zone (MUZ), Village Mixed Use Zone (VMUZ), Industrial (I), Rural Industrial (RI) and Town Center District (TCD), provided that it does not emit a glare beyond the premises upon which it is located.

(2) No sign, other than EMC Signs, may be internally illuminated.

(3) All illuminated signs may only be lit during the actual hours of operation of the business for which the sign is advertising, provided that no sign may be lit between the hours of 10:00 p.m. to 7:00 a.m. Illuminated signs for business operations that are 24/7, such as emergency services or churches, may be continuously lit during the hours of 7:00 am – 10:00 pm regardless of actual operations or events.

(4) In all districts where an externally illuminated sign is permitted, the source of light of an externally 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. Fixtures should be mounted above the sign and be aimed downward to prevent illumination of the sky.

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

## **J. ENFORCEMENT**

The Code Enforcement Officer shall be responsible for enforcing the provisions of this Section. In the event of a violation of any provision of this Section, the Code Enforcement Officer shall notify the property owner or person responsible for such violation, if not the property owner and if such person can be readily determined, and shall indicate the nature of the violation, the action necessary to correct the violation and the time period within which such corrective action must be taken. Where due written notification has been given by the Code Enforcement Officer and compliance has not been made within the required time period, the Town may cause removal of such sign and charge the cost of such removal to the owner.

#### **K. 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.

#### **L. 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.

#### **M. WAIVERS**

The Code Enforcement Officer, upon recommendation from the Town Planner, shall, prior to the issuance of any sign permit, approve the sign design, lighting and landscaping, if required. In the event that the applicant and the Code Enforcement Officer are unable to agree on appropriate sign designs, lighting and/or landscaping, the applicant shall appear before the Board of Adjustment and Appeals for review and determination.

#### **N. INTERPRETATION**

The Code Enforcement Officer shall have sole discretion to classify any sign that is not otherwise expressly defined by this Section in accordance with the provisions of this Section that most closely apply to the type of sign at issue.

#### **O. EFFECTIVE DATE.**

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

# ITEM

## 17-037

To hold a Public Hearing to consider and act on adding MSAD #51 properties (Tax Map U11, Lots 1, 8 & 9 and Tax Map U13, Lot 112) to the Town Center District (TCD) zone, as recommended by the Planning Board



**Notice of Decision**

**Date:** March 2, 2017

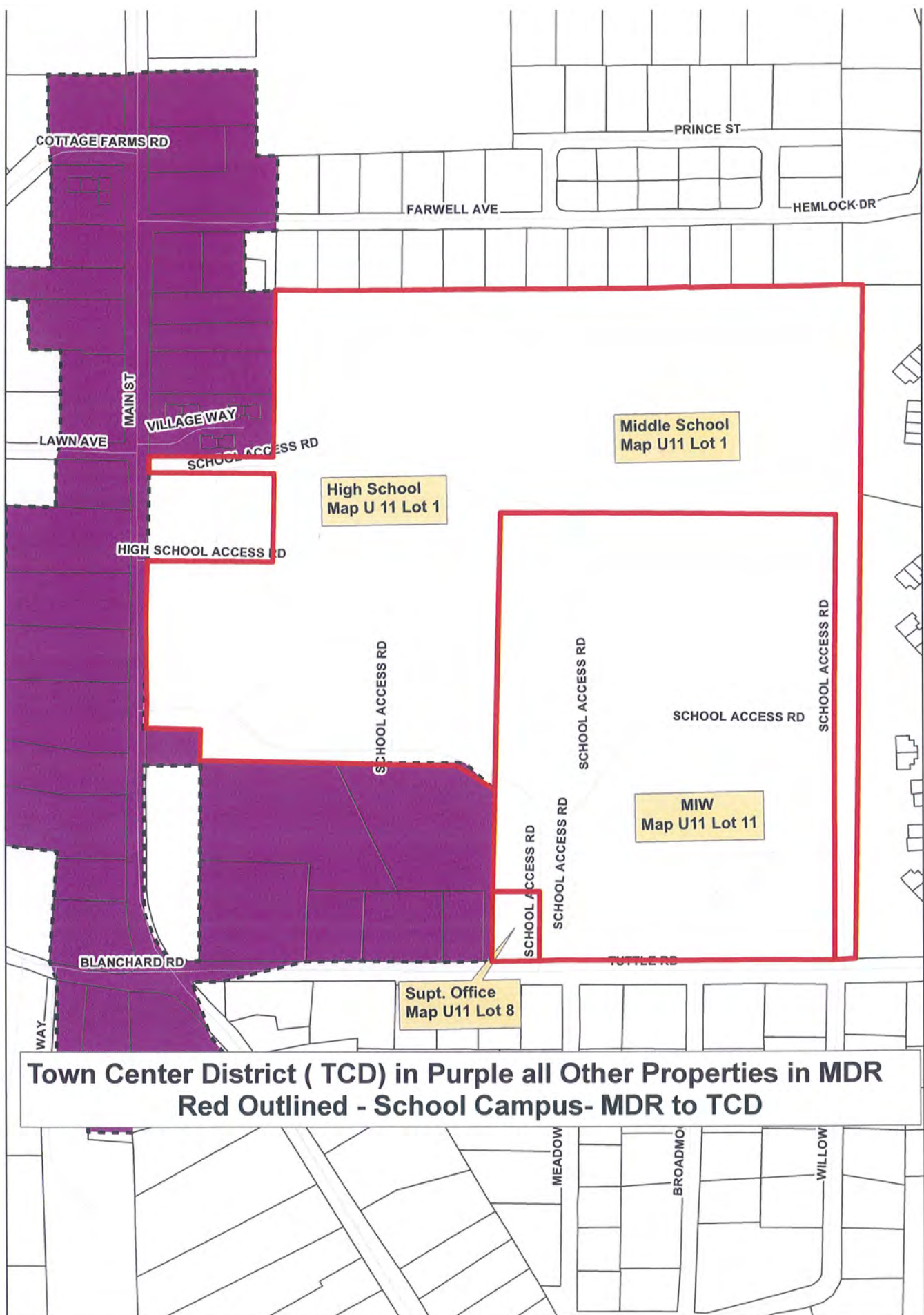
**To:** Bill Shane, Town Manager  
Town of Cumberland  
290 Tuttle Road  
Cumberland, ME 04021

**Re:** *Recommendation to Town Council to add MSAD #51 properties Tax Map U11, Lots 1, 8 & 9 and Tax Map U13, Lot 112 to the Town Center District (TCD) zone.*

This is to advise you that on February 28, 2017, the Planning Board voted to recommend to the Town Council to add MSAD #51 properties Tax Map U11, Lots 1, 8 & 9 and Tax Map U13, Lot 112 to the Town Center District (TCD) zone subject to the Town Council adopting the full new Sign chapter of the Cumberland Code (including the ECM/LED signs).

Cumberland Planning Board

\_\_\_\_\_  
Stephen Moriarty, Board Chair





# ITEM 17-038

To hold a Public Hearing to consider and act on a Contract Zone amendment for Cumberland Foreside Village, as recommended by the Planning Board

## **Notice of Decision**

**Date:** March 2, 2017

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

**Re:** ***Public Hearing: Recommendation to Town Council to amend the Contract Zoning Agreement for Cumberland Foreside Village to; 1. Require plantings within the I-295 buffer along Lot 100 to screen the multiplex dwelling units, 2. Remove requirement to build sidewalk along buildings and trail within the I-295 buffer as previously stated in Exhibit D to the CZA (Design Guidelines for Commercial Properties and Multiplex Dwellings), 3. Require construction of a common walkway/path within the Route 1 right of way from Sky View Drive to Seafax and 4. Remove additional Route 1 buffer requirement for Lot 9, provided that the front setback is met and sufficiently vegetated. Applicant; Cumberland Foreside Village Housing, LLC, Tom Greer, P.E., Pinkham and Greer, Representative. Tax Map R01; Lots 11-1, 11-2, 11-3, 11-4, 11-5, 11-7, 11A, 11B, 11C, 12 & 12A,***

This is to advise you that on February 28, 2017, the Planning Board voted to recommend to the Town Council to approve the amended Contract Zone Agreement for Cumberland Foreside Village to **1. Require plantings within the I-295 buffer along Lot 100 to screen the multiplex dwelling units, 2. Remove requirement to build sidewalk along buildings and trail within the I-295 buffer as previously stated in Exhibit D to the CZA (Design Guidelines for Commercial Properties and Multiplex Dwellings), 3. Require construction of a common walkway/path within the Route 1 right of way from Sky View Drive to Seafax and 4. Remove additional Route 1 buffer requirement for Lot 9, provided that the front setback is met and sufficiently vegetated with David Chase for Cumberland Foreside Village LLC, with an amendment to the last sentence of Section III - A) - (5) to remove the clause “shall be substantially the same location as shown on exhibit E” and replace with “shall be field located” and to amend exhibit D to remove reference to exhibit E.**

Cumberland Planning Board

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Stephen Moriarty, Board Chair

**AMENDED AND RESTATED CONTRACT ZONING AGREEMENT**  
**BY AND BETWEEN THE TOWN OF CUMBERLAND**

**AND**

**CUMBERLAND FORESIDE VILLAGE, LLC**

**RELATING TO THE CUMBERLAND FORESIDE VILLAGE (formerly**  
**“HERITAGE VILLAGE”) SUBDIVISION**  
**ROUTE 1, CUMBERLAND, MAINE**

This Amended and Restated Contract Zoning Agreement is entered into **this 28<sup>th</sup> day of MARCH 2017**, by and between the Town of Cumberland, a municipal corporation (the “Town”), and Cumberland Foreside Village, LLC, a Maine limited liability company (the “Developer”), pursuant to the Conditional and Contract Rezoning Provisions set forth in 30-A M.R.S.A. Section 4352 (the “Act”) and Section 315-79 of the Cumberland Code, as may be amended from time to time.

WHEREAS, the Town and Peter Kennedy (“Kennedy”) entered into a Contract Zoning Agreement dated September 10, 2002, which is recorded at the Cumberland County Registry of Deeds in Book 18114, Page 330 (the “Original Agreement”); and

WHEREAS, Kennedy conveyed his property which is subject to the Agreement to the Developer by Deed dated December 27, 2005 and recorded at the Cumberland County Registry of Deeds in Book 23549, Page 231; and

WHEREAS, Kennedy assigned his interest in the Original Agreement to the Developer by Assignment of Contract Zoning Agreement dated December 27, 2005 and recorded at the Cumberland County Registry of Deeds in Book 23652, Page 65; and

WHEREAS, the Town and the Developer amended and restated the Original Agreement in its entirety in the Amended and Restated Contract Zoning Agreement dated January 31, 2007, which is recorded at the Cumberland County Registry of Deeds in Book 24825, Page 242 (the “Amended and Restated Agreement”); and

WHEREAS, the Town and the Developer amended the Amended and Restated Agreement on October 23, 2014 by document titled First Amendment to Amended and Restated Contract Zoning Agreement (the “First Amendment”), which is recorded at the Cumberland County Registry of Deeds in Book 31899, Page 262; and

WHEREAS, the Town and the Developer amended and restated the Original Agreement and the First Amendment in its entirety on February 27, 2015 by document titled Amended and Restated Contract Zoning Agreement, which is recorded at the Cumberland County Registry of Deeds in Book 32162, Page 191 (the “2015 Amended and Restated Agreement”); and

WHEREAS, the Town and the Developer ~~desire to amend~~ and restated the Original Agreement in its entirety in order to incorporate subsequent amendments (the Amended and Restated Agreement, the First Amendment and the 2015 Amended and Restated Agreement), and proposed additional amendments to expand the permitted residential development and revise the lot lines of the parcels consistent with the development goals of the Original Agreement, which is recorded at the Cumberland County Registry of Deeds in Book \_\_\_\_\_, Page \_\_\_\_\_ (the “2016 Amended and Restated Agreement”); and

WHEREAS, the Town and the Developer desire to amend and restate the 2016 Amended and Restated Agreement in its entirety in order to amend and clarify the requirements set forth herein related to the common walkway/path and the buffers along the Interstate 295 and Route 1 corridors.

NOW THEREFORE, the 2016 Amended and Restated ~~Original~~ Agreement is hereby amended and restated in its entirety, as follows, it being understood that this Amended and Restated Contract Zoning Agreement supersedes and replaces the Original Agreement, the former Amended and Restated Agreement dated January 31, 2007, the First Amendment dated October 23, 2014, ~~and the 2015~~ Amended and Restated Contract Zoning Agreement dated February 27, 2015 and the 2016 Amended and Restated Contract Zoning Agreement dated April 12, 2016, which shall be of no further force and effect:

WHEREAS, the Property subject to this Amended and Restated Contract Zoning Agreement consists of the approximately 74.90 acre parcel of land (the “Project”) located off U.S. Route One, depicted as Lots 1 – 9 on **Exhibit A** (the “Plan”) and more particularly described in **Exhibit A-1** attached hereto; and

WHEREAS, the Developer ~~received intends to submit an application for~~ subdivision approval ~~from~~ the Cumberland Planning Board on August 16, 2016, in accordance with the subdivision plan prepared by Owen Haskell dated August 18, 2016 and recorded in the Cumberland County Registry of Deeds in Plan Book 216, Page 335, and attached hereto as **Exhibit B** (the “Subdivision Plan”); and

WHEREAS, the Developer’s Estimated Schedule of Completion of the Project is attached hereto as **Exhibit C**; and

WHEREAS, in order for the Project to be financially feasible for the construction and sale of commercial buildings and residential dwelling units while meeting all applicable codes, certain amendments with respect to density, setbacks, road lengths and certain other performance standards of the Cumberland Code are required; and

WHEREAS, on ~~April 11, 2016~~ \_\_\_\_\_, the Cumberland Town Council approved the execution of this Amended and Restated Contract Zoning Agreement, subject to later compliance with Subdivision and Site Plan Standards as set forth in Chapter 229 and Chapter 250 the Cumberland Code, provided such Ordinance provisions are not in conflict with the Act.

NOW THEREFORE, pursuant to the provisions of 30-A M.R.S.A. § 4352(8) and Section 315-79 of the Cumberland Code (as may be amended from time to time), the Cumberland Town Council hereby finds that this Amended and Restated Contract Zoning Agreement:

A) is consistent with the Comprehensive Plan duly adopted by the Town of Cumberland on April 14, 2014; and

B) establishes a contract zone area consistent with the existing and permitted uses in the original zone of the area involved; and

C) only includes conditions and restrictions which relate to the physical development and future operation of the proposed development; and

D) imposes those conditions and restrictions which are necessary and appropriate for the protection of the public health, safety and general welfare of the Town of Cumberland.

The parties agree as follows:

I. Establishment of the Contract Zone:

The Town hereby agrees that the approximately 74.90 acres shown on the Plan shall be a Contract Zone pursuant to the provisions of 30-A M.R.S.A. § 4352(8) and Section 315-79 of the Cumberland Code.

II. Permitted Uses Within the Contract Zone:

The development permitted within the Contract Zone established in paragraph I above shall be as follows (Note: References to lot numbers herein shall be to those lot numbers as shown on the Plan attached hereto as **Exhibit A**, unless expressly stated otherwise):

A) All uses authorized as of the date of execution of this Amended and Restated Contract Zoning Agreement and as may be amended hereafter either as permitted uses or special exceptions in the Office Commercial District, including assisted living facilities.

B) Up to 150 residential dwelling units, which may be either detached dwelling units (single family) or attached duplex or multiplex dwellings, on Lot 8 as shown on the Plan; said residential development to include buffering as set forth in Section III of this Agreement. Individual house lots shall contain not less than 5,000 square feet. Multiplex dwelling units shall be developed for rent or lease only and shall not be converted to condominiums for private sale without prior approval of the Town Council. At least one dwelling unit contained within each multiplex dwelling structure developed under this Paragraph must be occupied by a tenant that is 55 years of age or older and at least 20% (not less than nineteen) of the total dwelling units contained within all of the multiplex dwelling structures developed under this Paragraph must be occupied by a tenant that is 55 years of age or older. The Developer shall have the right to (i) vary the mix between



detached dwelling units, duplex and multiplex dwellings, and (ii) convey or subcontract all or any portion of the Project to one or more third parties, subject to the provisions of this Agreement. The residential development permitted under this Paragraph shall be subject to the net residential density requirements of Section 315-43(E); provided, however, that the requirements of Section 315-43(E) shall not apply to the development of multiplex dwellings under this Paragraph. The development of multiplex dwellings permitted under this Paragraph shall also be exempt from the regulations of Section 315-44 of the Cumberland Code related to multiplex dwellings.

C) Commercial development of not less than six (6) lots, as shown on the Plan; said commercial development to be developed with buffering from the adjacent residential areas of the Project as set forth in Section III of this Agreement.

D) On proposed Lot 7 only, indoor warehouse and storage facilities and wholesale distribution facilities as defined in Section 315-4 of the Cumberland Code shall be permitted, provided that such facilities are set back at least 300 feet from the U.S. Route One right of way and only if no residential use is created or existing on the same lot. Indoor warehouse and storage facilities shall include enclosed buildings for the keeping of nonhazardous goods, commodities, equipment, materials or supplies in which buildings there are not any sales, manufacturing, production or repair activity, except on an incidental or occasional basis. Outdoor storage of any goods, commodities, equipment, materials or supplies in conjunction with an indoor warehouse and storage facility shall not be permitted. If an indoor warehouse and storage facility or a wholesale distribution facility is adjacent to residential property, the buffering requirements set forth in Section III of this Agreement shall apply. Nothing in this section shall preclude the establishment of any other commercial use allowed by the terms of this Agreement.

E) A communications tower properly buffered from all residential uses in accordance with Section 315-72 of the Cumberland Code.

F) On Lot 1 only, retail stores (uses may include any shop or store for the retail sale of goods or personal services, excluding any drive-up service, freestanding retail stand, gasoline and motor vehicle repair service, new and used car sales and service, and trailer and mobile home sales and service).

G) Tradesmen's offices (*i.e.*, the office of a self-employed craftsman or person in a skilled trade) involving only the management of the business; interior storage of materials and goods related to the business; and outdoor storage of vehicles, equipment and material ancillary to the business provided that such items are not visible from a public way. No on-site retail sales or wholesale distribution shall be permitted as part of such use, except as otherwise permitted within the Office Commercial South District.

H) Site preparation activities including grading and aggregate processing, as defined in Section 315-4 of the Cumberland Code, which substantially alter terrain and site character shall be permitted subject to the requirements set forth herein. Site preparation activities shall be permitted by the Developer and/or his subcontractor and shall include aggregate processing of materials on site for use in conjunction with the development of the site or off-site, but shall not be permitted unless in preparation of the site for proposed



or approved development. The foregoing activities shall be performed in accordance with Maine Department of Environmental Protection requirements for ledge removal and materials processing, regardless of whether such use actually requires a permit from the Maine Department of Environmental Protection. If a permit from the Maine Department of Environmental Protection is not required for the use, the Town shall have the authority to enforce these requirements. Any such activities and any other site work proposed on the site, including development permitted under the terms of this Agreement shall be subject to review and approval by the Planning Board and shall be completed pursuant to all applicable sections of the Cumberland Code including, but not limited to, Sections 315-48 and 315-49. All site preparation activities must be completed within one year of approval unless an extension is requested by the Developer from the Planning Board prior to the expiration date. The Planning Board is authorized to extend the project completion not more than two times for a period of up to six months each time. The Planning Board shall deny a request for extension if the site preparation activities are not at least 35% completed within one year from the date of approval and if an application for site plan and/or subdivision including the area for which site preparation activity was permitted has not been approved.

### III. Restrictions within the Contract Zone:

A) The setback provisions within the Contract Zone shall be as follows. All setbacks shall be measured from the exterior wall of the structure and shall not include overhangs, which overhangs shall not exceed one foot on any side of the structure.

#### (1) setbacks for detached dwelling units:

- Front yard setback not less than 15 feet.
- Side yard setback not less than 9 feet each side; .
- Rear yard setback not less than 15 feet.
- Driveway setback not less than 5 feet.
- If a residential lot is adjacent to a commercial lot, there shall be a 25 foot buffer of undisturbed or replanted vegetation. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 25 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.

#### (2) setbacks for commercial lots:

- Front yard setback not less than 25 feet.
- Side yard setback not less than 20 feet each side.
- Rear yard setback not less than 40 feet.

- Driveway setback not less than 10 feet.
  - If a commercial lot is adjacent to a residential lot, there shall be a 25 foot buffer of undisturbed or replanted vegetation. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 25 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.
- (3) setbacks for assisted living facilities and duplex and multiplex dwellings:
- Front yard setback not less than 50 feet.
  - Side yard setback not less than 30 feet each side.
  - Rear yard setback not less than 50 feet.
  - Driveway setback not less than 5 feet.
  - If an assisted living facility, duplex or multiplex dwelling is adjacent to a commercial lot, there shall be a 25 foot buffer of undisturbed or replanted vegetation. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 25 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.
  - Any building that is constructed for the sole purpose of and used exclusively in connection with the development of multiplex dwellings and located on the same lot as the multiplex dwellings, such as a community center or rental office, shall be subject to the setback requirements of this section; provided, however, that the rear setback for such building shall be not less than 25 feet.

(4) setbacks for indoor warehouse and storage and wholesale distribution facilities:

- Front yard setback not less than 25 feet.
- Side yard setback not less than 25 feet each side.
- Rear yard setback not less than 25 feet.

- If indoor storage and warehouse facilities or wholesale distribution facilities are adjacent to residential development, the above minimum setbacks shall be increased to 60 feet and there shall be a 75 foot undisturbed or replanted buffer on the property line between the commercial and residential uses. The Developer shall provide for additional plantings, as approved by the Planning Board, within the 75 foot undisturbed buffer where existing conditions do not provide adequate screening between the properties.

(5) A setback of not less than 100 feet shall be maintained along the entire length of the property boundary that borders the Interstate 295 highway. The setback shall be measured from the edge of the I-295 right of way and shall remain at all times undisturbed. The Town shall periodically survey this setback to ensure that it has been maintained. In the event that this area is disturbed for any reason, the Developer shall be required to prepare and submit a landscape plan to be approved by the Town Council and shall be required to complete plantings in accordance with the approved plan within a timeframe designated by the Town Council. Additional plantings consisting of evergreen trees, shall be field located with Town Staff. Plantings shall be at least 5' tall when planted. Plantings shall be required within the portion of the setback that runs along Lot 100 as shown on **Exhibit B** to provide a visual buffer of the multiplex dwelling units constructed on that lot.

B) The minimum frontage on the street providing access to each residential lot shall be 50 feet and for each commercial lot shall be 150 feet.

C) The length of Skyview Drive, the dead-end road serving the commercial portion(s) of the Project, shall be not more than 3,000 feet, and the road right-of-way be established at 50 feet in width, with a paved width of at least 24 feet (base shall be 30 feet wide), a five foot paved sidewalk for Skyview Drive, a four foot esplanade and an enclosed drainage system. All other roads within the project shall be constructed with a paved width of at least 24 feet, curbing and a five foot paved sidewalk.

D) The height restriction on all nonresidential structures and multiplex dwellings shall be 50 feet and the height restriction on all detached (single family) and duplex dwellings shall be 40 feet.

E) There shall be no other variances from the Cumberland Zoning Ordinance granted to any lot owner beyond those expressly set forth herein, unless the Town and Developer agree by written and duly authorized amendment to this Agreement.

F) This Agreement shall be subject to the Town's Impact Fee Ordinance to the extent applicable. Impact Fees shall be calculated based on the gross floor area of the total structure for each multiplex dwelling structure constructed under Section II(B) of this Agreement. The gross floor area of the multiplex dwelling structure shall be reduced by

the gross floor area of any dwelling unit within that structure that is designated to be occupied by a tenant that is 55 years of age or older. The residential development permitted under Section II (B) of this Agreement shall be exempt from the requirements of the Town's Growth Management Ordinance pursuant to Section 118-6(D) of the Cumberland Code; provided, however, that the Developer shall be responsible to pay a fee of \$100 per multiplex dwelling unit in lieu of a growth permit.

G) Any commercial development or multiplex dwelling development shall be subject to the "Design Guidelines for Commercial Properties & Multiplex Dwellings" which are attached hereto ~~as Exhibit D-C.~~

H) The Route 1 buffer shown on the Plan shall be 35 feet from the Route 1 right of way. 25 feet of the Route 1 buffer shall be undisturbed vegetation and the remaining 10 feet shall be used for a common walkway/path. The common walkway/path shall be constructed within the Route 1 right of way, subject to approval by the Town, or within 25 feet of the Route 1 right of way beginning at Sky View Drive and ending at Lot 11-C (Seafax) as shown on Exhibit E. The common walkway/path shall be completed prior to the occupancy of any residential dwellings constructed pursuant to Section II(B). No additional buffer shall be required along Route 1 for Lot 9 as shown on Exhibit B, provided that the front setback for the property as set forth in Section III(A) is met and that the setback area includes undisturbed vegetation to the greatest extent practicable and additional plantings as necessary to create a sufficient vegetated buffer within the setback.

I) ~~Notwithstanding a~~Anything in Section III(A) above to the contrary ~~notwithstanding~~, the building setback from Route 1 ~~shall be~~ shall be 65 feet from the Route 1 right of way, except that the building setback from Route 1 on Lot 9 only shall be 25 feet from the Route 1 right of way.

J) The minimum lot size for commercial lots shall be 60,000 square feet.

K) The use of concrete curb throughout the road network and on site plans shall be allowed at the developer's option.

L) The parking requirements of Section 315-57 of the Cumberland Code shall apply to development under this Agreement; provided, however, that the minimum number of parking spaces required for multiplex dwellings under Section II(B) shall be two (2) spaces per dwelling unit. A landscaped berm shall be installed on the exterior perimeter of each parking area designated for the multiplex dwelling structures developed under Section II(B). Such berms shall be designed and constructed to provide screening from vehicle headlights within the parking area facing outward in both easterly and westerly directions.

Subject to the following, the Cumberland Planning Board shall have review authority under the applicable provisions of the Cumberland Subdivision, Site Plan and Zoning Ordinances to impose conditions of approval pursuant to said Ordinances relating to the development and construction of the Project.

#### IV. Miscellaneous Provisions:

A) Offsite Improvements: The Developer shall be responsible for the design, engineering and construction of all offsite improvements as may be required by the owners or operators of property within the Project or as may be required by rule, regulation, law or determination of a governmental agency or utility in conjunction with the development of any Lots within the Project, except that the Town shall be responsible for the widening, paving and striping of a designated portion of Route 1 pursuant to the plan titled "Route 1 Improvements" drafted by Gorrill-Palmer Consulting Engineers and dated July 2007, attached hereto as **Exhibit EF**, or as otherwise approved by the Town Council.

B) Survival Clause: The terms and conditions of this Agreement shall run with the land and be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of the parties hereto except as specifically set forth herein. A true copy of this Agreement shall be recorded in the Cumberland County Registry of Deeds.

C) Arbitration Clause: In the event of any dispute between the parties hereto arising out of the Town's approval of (or failure to approve) eligible and qualified purchasers, such dispute shall be submitted to arbitration pursuant to the rules and regulations of the American Arbitration Association, or such other similar arbitration tribunal as the parties may select. The decision of such arbitration panel shall be final, binding and conclusive as to all issues arbitrated therein. Any and all other disputes, claims, counterclaims, and other matters in question between the parties hereto arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction.

D) Further Assurances: In order to effectively and properly implement this Agreement, the parties agree to negotiate in good faith the terms and conditions of such further instruments and agreements as may be reasonably necessary from time to time to give effect to this Agreement.

E) Maine Agreement: This contract is a Maine agreement, entered into in the State of Maine and shall be governed by and enforced in accordance with the laws of the State of Maine.

F) Binding Covenants: The above-stated restrictions, provisions, and conditions are an essential part of this contract and shall run with the subject premises, shall bind the Developer, its successors and assigns with respect to the Project or any part thereof or any interest therein, and any party in possession or occupancy of said property or any part thereof, and shall inure to the benefit of and be enforceable by, the Town, by and through its duly authorized representatives. However, if all site work related to the infrastructure on the subdivision plan is not substantially completed within five (5) years from the date of this Amended and Restated Agreement, then the Town Council shall review the status of the project and shall determine whether to initiate a rezoning of the property to the current zoning classification as it exists at the time of the rezoning determination.

G) Severability: In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be deemed to be valid and in full

force and effect, and the terms of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

[SIGNATURE PAGE TO FOLLOW]



IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of the day and year first above written.

WITNESS:

TOWN OF CUMBERLAND

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
William R. Shane  
Town Manager

CUMBERLAND FORESIDE VILLAGE, LLC

\_\_\_\_\_  
Name:

By: \_\_\_\_\_  
David Chase  
Sole Member and Manager

State of Maine  
County of Cumberland, ss.

**March 27, 2017**

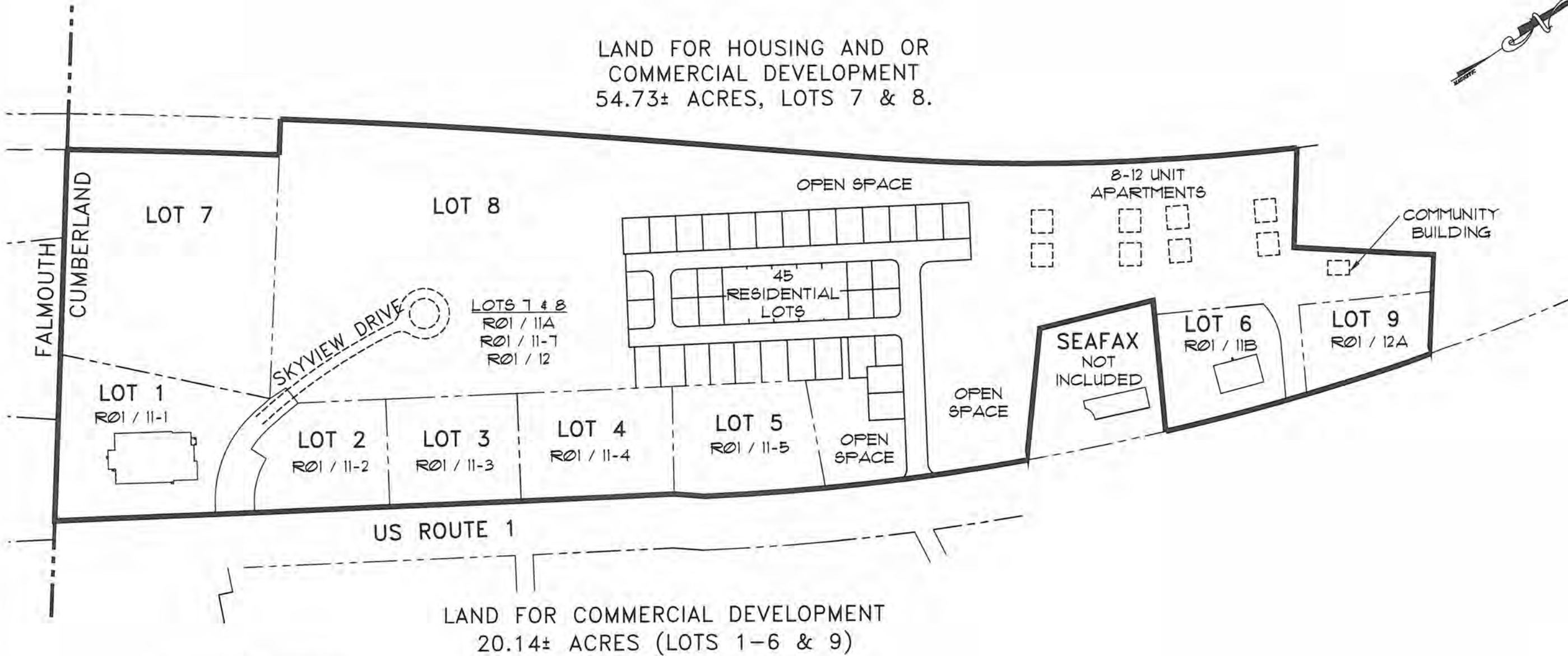
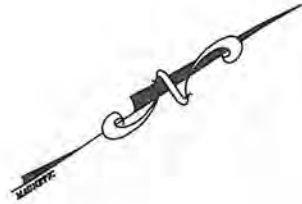
\_\_\_\_\_

Then personally appeared the above-named William R. Shane in his capacity as Town Manager of the Town of Cumberland and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Cumberland.

Before me,

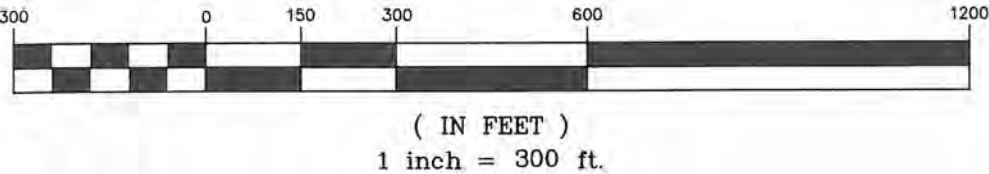
\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

LAND FOR HOUSING AND OR  
COMMERCIAL DEVELOPMENT  
54.73± ACRES, LOTS 7 & 8.



LAND FOR COMMERCIAL DEVELOPMENT  
20.14± ACRES (LOTS 1-6 & 9)

GRAPHIC SCALE



ENTIRE CONTRACT ZONE INCLUDES LOTS 1-9: 74.87 ACRES.  
CONTRACT ZONE DOES NOT INCLUDE THE "SEAFAX" LOT:  
2.99 ACRES

4	2/19/16	REVISED LOT USES
3	1/28/16	ADDED TAX MAP & LOTS, CLARIFY ADDITIONAL AREA
2	1/25/16	DIVIDED LOT 9 FROM LOT 8
1	1/22/16	ADDED AREA TO CONTRACT ZONE

EXHIBIT A – CONTRACT ZONE AMENDMENT

**PINKHAM & GREER**  
**CIVIL ENGINEERS**

28 VANNAH AVE. PORTLAND, ME. 04103

CUMBERLAND FORESIDE VILLAGE, LLC  
CUMBERLAND HOUSING  
U.S. ROUTE ONE, CUMBERLAND

SCALE: AS SHOWN DATE: JAN. 22, 2015 CHK BY: TSG PROJECT: 14163

**Exhibit A-1**

Description  
of  
Amended Contract Zone

A certain lot or parcel of land situated on the westerly side of U.S. Route One in the Town of Cumberland, County of Cumberland, and State of Maine bounded and described as follows:

Beginning at the intersection of the westerly sideline of said U.S. Route One and the Cumberland/Falmouth town line;

Thence, N-55°-09'-09"-W along said town line 1034.93 feet to the Easterly sideline of I-295;

Thence, Northerly by the following courses and distances along the Easterly sideline of Said I-295:

Thence, Northerly along a curve to the right having a radius of 22,668.32 feet an arc length of 595.32 feet

Thence, N-54°-46'-38"-E 100.00 feet;

Thence Northerly along a curve to the right having a radius of 22,768.32 feet an arc length of 992.02 feet;

Thence N-37°-43'-09"-E 661.39 feet;

Thence Northerly along a curve to the left having a radius of 6073.58 feet an arc length of 1206.99 feet;

Thence S-55°-06'-49"-E along land of Eleanor A. Randall 278.96 feet;

Thence, N-36°-43'-05"- E along land of said Eleanor A. Randall 396.71 feet to other land of said Eleanor A. Randall;

Thence S-36°-22'-36"-E along land of said Eleanor A. Randall 274.45 feet to Said U.S. Route One;

Thence Southerly along said U.S. Route One and along a curve to the right having a radius of 7092.03 feet an arc length of 774.63 feet;

Thence N-62°-15'-59"-W along land now or formally of BBW Real Estate LLC 367.24 feet;

Thence S-19°-34'-32"-W along land of said BBW Real Estate LLC 327.21 feet to land of the Town of Cumberland;

Thence S-51°-07'-38"-E along the common line between the land of said BBW Real Estate LLC and said Town of Cumberland 368.93 feet to said U.S. Route One;

Thence Southerly along a curve to the right having a radius of 7902.03 feet and along said U.S. Route One and arc length of 909.60 feet;

Thence S-36°-58'-14"-W along said U.S. Route One 86.37 feet;

Thence S-30°-44'-43"-W along said U.S. Route One 1737.05 feet to the point of beginning; all bearings are magnetic.

## EASEMENT TABLE

LINE	LENGTH	BEARING
E-1	49.98	N84°10'10"E
E-2	27.06	S59°15'17"E
E-3	50.00	S30°44'43"W
E-4	37.57	S84°10'10"W
E-5	33.91	S84°10'10"W
E-6	32.03	S30°44'43"W
E-7	60.00	N31°42'12"W
E-8	60.00	S80°06'31"W
E-9	60.00	N58°40'48"W
E-10	40.00	N46°11'29"W
E-11	32.00	N08°03'52"W
E-12	30.00	N48°15'26"E
E-13	37.86	N44°53'07"E

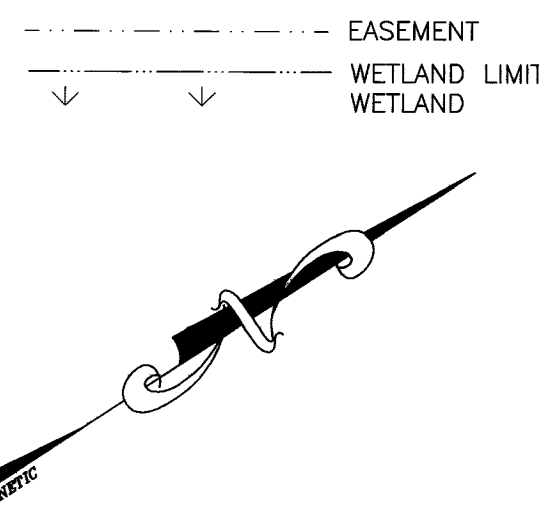
CURVE	LENGTH	RADIUS
E-C1	89.81'	1501.00'
E-C2	44.89'	166.00'
E-C3	99.96'	166.00'
E-C4	120.04'	356.00'
E-C5	39.62'	1691.00'

## LOT LINE TABLE

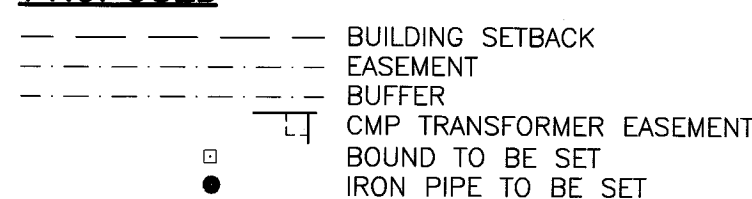
LINE	LENGTH	BEARING
L2	50.00	N62°14'51"E
L3	27.06	S59°15'17"E
L4	27.06	N59°15'17"W

## LEGEND

## EXISTING



## PROPOSED



## INTERSTATE 295 NORTH

## LOT DETAILS

SCALE 1"=60'

## LOCATION PLAN

N.T.S.

N/F  
FALMOUTH  
LEDGES, LLC  
25755/208N/F  
DAVID CHASE  
20840/96TM R01 LOT 11-1  
COMMERCIAL  
LOT 1  
N/F  
CGM VENTURES LLC  
29099/83

N/F

DAVID CHASE  
20840/96

N/F

DAVID CHASE  
20840/96

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DAVID CHASE  
20840/96

## PLAN REFERENCE

BOUNDARY INFORMATION TAKEN FROM "BOUNDARY PLAN, CUMBERLAND FORESIDE VILLAGE, U.S. ROUTE ONE, CUMBERLAND MAINE, MADE FOR CUMBERLAND FORESIDE VILLAGE, LLC 50 GRAY ROAD, FALMOUTH, MAINE" BY OWEN HASKELL, INC., 16 CASCO STREET, PORTLAND, ME 04101, JUNE 07, 2006, REV. 3 01-08-07.

## ZONE INFORMATION

CUMBERLAND: CONTRACT ZONE

SPACE STANDARDS:	CONTRACT ZONE RESIDENTIAL	CONTRACT ZONE COMMERCIAL	CONTRACT ZONE ASSISTED LIVING	CONTRACT ZONE WAREHOUSE	CONTRACT ZONE MULTI FAMILY
MINIMUM LOT SIZE:	5,000 S.F.	150 FEET	150 FEET	150 FEET	50 FEET
MINIMUM FRONTAGE:	50 FEET	25 FEET	50 FEET	25 FEET	30 FEET
MINIMUM FRONT SETBACK:	15 FEET	20 FEET	30 FEET	25 FEET	30 FEET
MINIMUM SIDE SETBACK:	9 FEET	40 FEET	50 FEET	25 FEET	50 FEET
MINIMUM REAR SETBACK:	15 FEET	40 FEET	50 FEET	25 FEET	50 FEET
DRIVEWAY SETBACK:	5 FEET	10 FEET			5 FEET

## NOTE:

REFER TO AMENDED AND RESTATED CONTRACT ZONING AGREEMENT BY AND BETWEEN THE TOWN OF CUMBERLAND AND CUMBERLAND FORESIDE VILLAGE, LLC TO BE RECORDED FOR FURTHER INFORMATION.

IF AN ASSISTED LIVING FACILITY, DUPLEX OR MULTIPLEX DWELLING IS ADJACENT TO A COMMERCIAL LOT, THERE SHALL BE A 25 FOOT BUFFER OF UNDISTURBED OR REPLANTED VEGETATION. THE DEVELOPER SHALL PROVIDE FOR ADDITIONAL PLANTINGS, AS APPROVED BY THE PLANNING BOARD, WITHIN THE 25 FOOT UNDISTURBED BUFFER WHERE EXISTING CONDITIONS DO NOT PROVIDE ADEQUATE SCREENING BETWEEN THE PROPERTIES.

ANY BUILDING THAT IS CONSTRUCTED FOR THE SOLE PURPOSE OF AND USED EXCLUSIVELY IN CONNECTION WITH THE DEVELOPMENT OF MULTIPLEX DWELLINGS AND LOCATED ON THE SAME LOT AS THE MULTIPLEX DWELLINGS, SUCH AS A COMMUNITY CENTER OR RENTAL OFFICE, SHALL BE SUBJECT TO THE SETBACK REQUIREMENTS OF THIS SECTION; PROVIDED, HOWEVER, THAT THE REAR SETBACK FOR SUCH BUILDING SHALL BE NOT LESS THAN 25 FEET.

AMENDED SUBDIVISION PLAN, APPROVED BY  
THE TOWN OF CUMBERLAND PLANNING BOARD

*John G. Bennett*  
*John G. Bennett*  
*Sharon Falmouth-Kelly*

8-16-16

DATE

SCALE : 1" = 120'

0' 60' 120' 240'

3RD AMENDED SUBDIVISION  
CONDITIONS OF APPROVAL

1. ALL FEES SHALL BE PAID PRIOR TO PRE-CONSTRUCTION CONFERENCE.
2. A PERFORMANCE GUARANTEE IN AN AMOUNT ACCEPTABLE TO THE TOWN MANAGER SHALL BE PROVIDED PRIOR TO THE PRE-CONSTRUCTION CONFERENCE.
3. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD PRIOR TO THE START OF CONSTRUCTION.
4. ALL CLEARING LIMITS ARE TO BE STAKED AND INSPECTED BY THE TOWN ENGINEER PRIOR TO THE PRE-CONSTRUCTION CONFERENCE.
5. A BLASTING PERMIT, IF NEEDED, SHALL BE OBTAINED FROM THE TOWN CODE ENFORCEMENT OFFICER PRIOR TO BLASTING.
6. THE APPLICANT SHALL PROVIDE WRITTEN EVIDENCE OF APPROVAL FROM THE MAINE DEP PRIOR TO THE PRE-CONSTRUCTION CONFERENCE.
7. THE LANDSCAPE PLAN WILL BE MODIFIED TO SHOW ADDITIONAL EVERGREEN TREES. REVISED PLAN TO BE REVIEWED AND APPROVED BY THE TOWN PLANNER.
8. THE FINAL PLAN SUBMITTED FOR PLANNING BOARD SIGNATURES AND RECORDING WILL HAVE THE CORRECT CUMBERLAND ASSESSOR'S TAX MAP AND LOT NUMBERS.
9. A SIGN PERMIT APPLICATION SHALL BE SUBMITTED BY THE APPLICANT AND REVIEWED AND APPROVED BY THE TOWN PLANNER.
10. THE SCHEDULE OF VALUES SHALL BE ADJUSTED TO INCLUDE THE COST OF THE CONSTRUCTION OF THE WALKWAY ALONG ROUTE 1 WITHIN THE ROUTE 1 BUFFER STRIP. THIS AMOUNT SHALL BE INCLUDED IN THE PERFORMANCE GUARANTEE.

3RD AMENDED SUBDIVISION  
WAIVERS GRANTED

1. SCALE OF SUBDIVISION PLAT

## NOTES

1. OWNERS OF RECORD:  
CUMBERLAND FORESIDE VILLAGE, LLC, 50 GRAY ROAD, FALMOUTH, MAINE  
BOOK 23549, PAGE 231  
BOOK 23628, PAGE 23  
BOOK 29433, PAGE 72  
BOOK 31615, PAGE 105  
BOOK 32477, PAGE 266  
BOOK 32827, PAGE 24
2. MARKERS TO BE SET AT ALL CORNERS.
3. THE APPROVAL OF THIS PLAN BY THE PLANNING BOARD DOES NOT CONSTITUTE ACCEPTANCE BY THE TOWN OF ANY STREET, EASEMENT, OPEN SPACE AREA, PARK, PLAYGROUND, OR OTHER RECREATION AREA THEREON.
4. PROJECT HAS AN APPROVED DEPARTMENT OF ENVIRONMENTAL PROTECTION PERMIT. PERMIT NO. L-21578-39-L-A.
5. PROJECT HAS AN APPROVED MAINE DEPARTMENT OF TRANSPORTATION PERMIT. PERMIT ID NO. 01-00070-A-M.

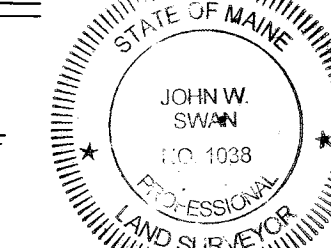
## CERTIFICATION

OWEN HASKELL, INC. HEREBY CERTIFIES THAT THIS PLAN IS BASED ON, AND THE RESULT OF, AN ON THE GROUND FIELD SURVEY AND THAT TO THE BEST OF OUR KNOWLEDGE, INFORMATION AND BELIEF, IT CONFORMS TO THE BOARD OF LICENSURE FOR PROFESSIONAL LAND SURVEYORS CURRENT STANDARDS OF PRACTICE.

8-22-2016

DATE

JOHN W. SWAN, PLS NO. 1038



## EXHIBIT B

State of Maine, Cumberland SS.  
Registry of Deeds  
Received September 2, 2016  
at 9:10 AM and recorded in  
Plan Book 216 Page 335  
Attest: *Handwritten Signature*  
Register

THIS PLAN AMENDS THE PREVIOUSLY APPROVED  
SECOND AMENDED FINAL SUBDIVISION PLAN  
RECORDED IN THE CUMBERLAND COUNTY  
REGISTRY OF DEEDS IN PLAN BOOK 215, PAGE  
316, MARCH 26, 2015 REV. 3 JULY 30, 2015

**THIRD AMENDED  
SUBDIVISION PLAN**  
**CUMBERLAND FORESIDE VILLAGE**  
U.S. ROUTE ONE, CUMBERLAND, MAINE  
MADE FOR OWNER OF RECORD  
**CUMBERLAND FORESIDE VILLAGE, LLC**  
50 GRAY ROAD, FALMOUTH, MAINE



**OWEN HASKELL, INC.**  
390 U.S. ROUTE ONE, FALMOUTH, ME 04105 (207) 774-0424  
PROFESSIONAL LAND SURVEYORS

Drawn By	RWC	Date	Job No.
Trace By	RWC	AUGUST 18, 2016	2001-219 C
Check By	JWS	Scale	Drwg. No.
Book No.	FILE	1" = 120'	1-SD



## EXHIBIT C

### Estimated Schedule of Completion

Cumberland Foreside Village

February 2016

- |    |   |                                |
|----|---|--------------------------------|
| A. | Schedule of Regulatory Review                                   | 2016                           |
| -  | Complete project plans and supporting documents                 | 1-2 Months                     |
| -  | Planning Board Subdivision Review                               | 4-5 Months                     |
| -  | Planning Board Site Plan Review (concurrent with subdivision)   | 1-2 Months                     |
| -  | Planning Board anticipated approval within                      | 2-4 Months                     |
| -  | DEP SLODA review with approval                                  | 2-4 Months                     |
| B. | Anticipated Construction Schedule                               |                                |
| -  | Start construction within 1 month of approval (Lot 8)           | 2016-2019                      |
| -  | Construction of subdivision road & infrastructure               | 12-24 Months                   |
| -  | Sitework – Lot 8  | Begin mid Feb 2016 – 24 Months |
| -  | Sitework complete on lots within 60 Months – total elapsed time |                                |
| o  | (maximum of 2 years on any one lot)                             |                                |
| -  | Subdivision infrastructure – roads substantially complete       | 24 Months                      |



## Cumberland Foreside Village Contract Zone

### Design Guidelines for Commercial Properties & Multiplex Dwellings

The following design guidelines have been prepared as a part of the Contract Zone for the Cumberland Foreside Village Subdivision. These guidelines will serve to assist in the development of the parcel in an orderly manner and will establish the design criteria to guide the development of the individual buildings on all lots used for commercial purposes or as multiplex dwellings. The overall intent of these design guidelines is to assure that the building designs are well thought through and have coordinated architectural forms, massing, materials and color ranges.

#### General Design Guidelines:

- The design for the buildings at Cumberland Foreside Village (CFV) are encouraged to draw upon elements found in traditional New England vernacular architecture.
- All buildings proposed for CFV should be designed by an architect registered in the State of Maine; buildings designed by engineers are acceptable as long as the guidelines contained herein are closely followed.
- Individual building designs should have all of the elements coordinated to achieve harmony and continuity in the structure's appearance.
- Adjacent structures must be considered in the design for all new buildings. This should include scale of building, use of materials, and general building form.
- Buildings within 200 feet of US Route One, and in particular building elevations directly fronting on US Route One, need to have well designed, carefully detailed facades that have architectural interest and appeal. The existing Seafax structure can be referred to with regard to this guideline.

#### Specific Design Guidelines:

- Exterior siding materials are encouraged to be traditional building materials common to Northern New England. The use of split-face concrete block should be used in limited quantities. The use of asphalt shingles, metal siding T-111, or highly reflective siding materials is not permitted.
- The mass of larger structures needs to be broken down through the use of architectural detailing, changes in materials or other means so as to create visual interest. Main entrances to the buildings should be emphasized by architectural detailing, glazing, lighting, etc.
- Arbitrary or frequent changes in siding materials, applied embellishments, or the addition of architectural details that are not integrated into the building form or function should be avoided.
- All functional elements visible on the exterior of the structure (e.g., meters, service connection, downspouts, vents, etc.) shall be treated as integral parts of, and incorporated into, the building design.

- All buildings shall provide an appropriate proportion of windows, doors or other fenestration so as to break up the building façade. The building fenestration should provide sufficient transparency to provide views to the interior of the building as functionally appropriate. Careful attention must be paid to the relative size, detailing and positioning of all openings in the building elevations.
- On small buildings (e.g., those under 5,000 s.f.), flat roofs should be avoided on one-story structures. Pitched roofs with traditional slopes (e.g., higher than 8 in 12) are encouraged. Where the roof will be visible from adjoining public ways, the roofing materials should be selected so as to complement the building's façade. Preferred roofing materials shall include architectural grade asphalt shingles, standing-seam metal roofing, or natural materials.
- Color selected for the exterior of buildings should be earth-toned, or colors that are muted and not garish. The use of bright colors should be limited to areas where accents are desired (e.g., doors, window trim, entrances, etc.).
- Where roofs are flat, parapets or other architectural elements should be used to break up a large expanse (e.g., greater than 80 feet) of flat roof-line. Roof-top mounted mechanical or other equipment shall be screened.
- Long horizontal facades of buildings (those greater than 80 feet in length) should be made more interesting through either changes in the façade plane or selection of materials to provide interest through color, shadow, etc.
- Buildings with multiple entrances or uses shall be designed to be visually unified through complementary detailing and use of materials.
- Separate accessory structures on the same lot as a principal structure should have consistent architectural detail so as to provide unified project design.
- Underground utility connections are required.
- ~~Sidewalks along buildings and a trail in the I-295 buffer are required.~~
- A 5' paved walkway, with 10' of cleared space, is required within the Route 1 buffer zone as shown on the ~~Plan~~Exhibit B and Exhibit F.
- Signage shall consist of natural materials (wood, stone, etc.) and shall not be internally lit.



# ROUTE 1 ROADWAY IMPROVEMENTS CUMBERLAND, MAINE – CUMBERLAND COUNTY

APRIL 2016

DATE	BY	PROJECT NUMBER	SHEET	TOTAL SHEETS
11/15/16	BAW	MAINEDOT 04-0000	1	9

## CONVENTIONAL SYMBOLS

EXISTING	PROPOSED	EXISTING	PROPOSED
Iron pin found		Stockade fence	
Monument found		Chain link fence	
Utility pole		Catch basin	
Construction Baseline		Water Shutoff	
Edge of pavement		Sewer manhole	
Right of way line		Drain manhole	
Overhead electric		Fire hydrant	
Water line		Tree	
Storm drain		Guy wire	
Underdrain		Sign	
Existing contour		Building	

NOTE:  
GORRILL PALMER WILL BE CONDUCTING THE FIELD OBSERVATION/  
ENGINEERING DURING CONSTRUCTION. DOUGLAS REYNOLDS, P.E. WILL  
BE THE ENGINEER RESPONSIBLE FOR THE PROJECT.

NOTE:  
ALL WORK CONTEMPLATED UNDER THIS CONTRACT SHALL BE  
GOVERNED BY AND BE IN CONFORMITY WITH THE MAINEDOT  
STANDARD SPECIFICATIONS (REVISION OF NOVEMBER 2014), AND  
THE STANDARD DETAILS (REVISION OF NOVEMBER 2014) EXCEPT  
AS MODIFIED BY THE PLANS OR SPECIFICATION SPECIAL  
PROVISIONS AND ANY AND ALL CORRECTIONS, REVISIONS OR  
ADDITIONS ISSUED BY MAINEDOT.

NOTE:  
\* MAINTENANCE OF TRAFFIC PER THE MANUAL ON UNIFORM  
TRAFFIC CONTROL DEVICES (MUTCD 2009 EDITION).  
\* CONTRACTOR SHALL USE THE B.M.P. (BEST MANAGEMENT  
PRACTICES FOR EROSION AND SEDIMENT CONTROL) AS A  
MINIMUM STANDARD.



## INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2	GENERAL NOTES & TYPICAL SECTIONS
3-9	STRIPING PLANS
10-31	CROSS SECTIONS

CLIENT:  
TOWN OF CUMBERLAND  
290 TUTTLE ROAD  
CUMBERLAND, ME 04021

90% PLANS  
11/15/16

Exhibit F

NOTE: THIS PLAN SET IS ISSUED FOR  
REVIEW PURPOSES AND SHALL NOT BE  
USED FOR CONSTRUCTION.

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Rev.	Date	Revision

CLIENT REVIEW	DATE	BY

Design	Check	Date	By



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Drawing Name	Title Sheet
Project	Route 1 Roadway Improvement Project Cumberland, Me
Client	Town of Cumberland 290 Tuttle Road, Cumberland, Me 04021

Drawing No.  
1



## GENERAL NOTES

- THE MAINTENANCE AND THE TOWN OF CUMBERLAND SHALL HAVE THE RIGHT AND AUTHORITY TO DETERMINE THE ACCEPTABILITY OF WORK AND MATERIALS IN PROGRESS OR COMPLETED. THE MAINTENANCE AND THE TOWN OF CUMBERLAND SHALL HAVE THE RIGHT TO REJECT ANY WORK OR MATERIALS WHICH DO NOT CONFORM TO ITS SOLE DISCRETION TO THE PLANS OR SPECIFICATIONS.
- ALL SIGNING, SIGNALING, AND STRIPING MATERIALS AND PLACEMENT SHALL CONFORM TO THE MAINTENANCE STANDARD SPECIFICATIONS, NOVEMBER 2004 EDITION, SUPPLEMENTAL SPECIFICATIONS AND STANDARD DETAILS AND WITH THE FEDERAL HIGHWAY ADMINISTRATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2009 EDITION.
- ALL IMPROVED AREAS SHALL BE LOANED AND SECTED. UNLESS OTHERWISE NOTED, SECTING METHOD NO. 1 SHALL BE USED IN ALL AREAS AND SECTED AREAS, AND SECTING METHOD NO. 2 SHALL BE USED IN ALL OTHER LOCATIONS. LOAN SHALL BE PLACED TO A MINIMUM DEPTH OF 4" IN METRIC NO. 1 AREAS, AND 2" IN ALL OTHER AREAS UNLESS OTHERWISE NOTED OR DIRECTED.
- DISPOSITION OF SURPLUS MATERIAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. SURPLUS MATERIAL SHALL NOT BE REUSED ON THE PROJECT SITE. DISPOSITION SHALL BE MADE ONLY AT WHITE AREAS WHICH ARE LOCATED TO ACCEPT SUCH MATERIAL. UNLESS OTHERWISE NOTED, MATERIALS CAN BE INCORPORATED IN FILL OR OTHER PROJECTS OF THE CONTRACTOR. ALL WHITE AREAS SHALL BE APPROVED BY THE MAINTENANCE.
- EXCAVATIONS ACCOMPISHED AS PART OF THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH SURVANT # 29 OF PART 100.000-100.000 CONSTRUCTION STANDARDS FOR EXCAVATIONS.
- THE CONTRACTOR SHALL CONTACT ON-SITE AND APPROPRIATE AUTHORITIES PRIOR TO ANY SUBSURFACE ACTIVITIES.
- IF EXISTING MATERIAL IS REQUIRED UNDER CULVERTS, IT SHALL MEET THE REQUIREMENTS FOR GRANULAR BEDDING UNDERPANEL MATERIAL.
- ALL CLEARING AND TRIMMING SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO SEPARATE PAYMENT WILL BE MADE. THE ACTUAL LINES FOR CLEARING AND TRIMMING SHALL BE COORDINATED BY THE CONTRACTOR AND APPROVED IN THE FIELD BY THE MAINTENANCE.
- BUTY LIGHTS SHALL BE USED AT ALL LOCATIONS WHERE THE PROPOSED PAYMENT MEETS EXISTING PAVEMENT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING SPECIAL PERMITS. CONTRACTOR SHALL BE RESPONSIBLE ANYTHING FOR AND ALL COSTS ASSOCIATED WITH OBTAINING SPECIAL PERMITS FROM THE TOWN OF CUMBERLAND.
- MAINTENANCE OF TRAFFIC SHALL BE FOR THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2009 EDITION.
- THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL NECESSARY BARRICADES, LIGHTS, WARNING SIGNS AND OTHER DEVICES TO SATISFACTORILY PROTECT PROPOSED WORK IN AS PROGRESS FOR THE DURATION OF THE PROJECT.
- DRIVEWAY ACCESS SHALL BE MAINTAINED AT ALL TIMES.
- THE CONTRACTOR SHALL SUBMIT A PLAN TO CONTROL TRAFFIC DURING THE PERIOD OF CONSTRUCTING THE IMPROVEMENTS TO THE MAINTENANCE, ENGINEER AND THE TOWN OF CUMBERLAND FOR APPROVAL. WORK CONFORMS TO THE FEDERAL HIGHWAY ADMINISTRATION'S "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2009 EDITION. THE CONTRACTOR SHALL MAINTAIN TRAFFIC FLOW AT ALL TIMES. ALL TRAFFIC SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. THE PERIOD OF CONSTRUCTION OF ALL TRAFFIC IMPROVEMENTS IN PROGRESS AT THE SITE OF SUCH TRAFFIC IMPROVEMENTS.
- THE CONTRACTOR SHALL COMPLY WITH THE INSURANCE REQUIREMENTS OUTLINED UNDER SECTION 100.000 OF THE MAINTENANCE'S STANDARD SPECIFICATIONS NOVEMBER 2004 EDITION (HIGHER STANDARD SPECIFICATIONS). MINIMUM INSURANCE REQUIREMENTS SHALL INCLUDE AT LEAST WORKERS' COMPENSATION INSURANCE, COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. AS BEING PROVIDED, THE CONTRACTOR SHALL PROVIDE THE MAINTENANCE WITH SATISFACTORY PROOF OF SUCH INSURANCE COVERAGE. IN THE EVENT THAT SUCH INSURANCE IS TERMINATED OR CANCELED WITHOUT BEING REPLACED WITH COMPARABLE INSURANCE, THE CONTRACTOR MAY SUSPEND OR TERMINATE THE CONSTRUCTION OF ALL TRAFFIC IMPROVEMENTS IN PROGRESS AT THE SITE OF SUCH TRAFFIC IMPROVEMENTS.
- THE CONTRACTOR SHALL MAINTAIN THE TOWN WITH A PERFORMANCE BOND, CERTIFIED CHECK OR OTHER ACCEPTABLE SECURITY TO THE TOWN IN THE FULL AMOUNT OF THE COST TO CONSTRUCT SUCH IMPROVEMENTS WHICH CONFORM TO THE STANDARD SPECIFICATIONS NOVEMBER 2004 EDITION AS OUTLINED UNDER SECTION 100.000 OF THE STANDARD SPECIFICATIONS.
- THE CONTRACTOR SHALL PROVIDE THE MAINTENANCE AND THE TOWN OF CUMBERLAND WITH A SCHEDULE OF WORK FOR CONSTRUCTING THE IMPROVEMENTS AND AN EMERGENCY CONTACT LIST.
- ALL IMPROVEMENTS SHALL BE CONSTRUCTED AS SHOWN ON THE FINAL PLANS IN ACCORDANCE WITH THE MAINTENANCE STANDARD SPECIFICATIONS NOVEMBER 2004 EDITION, DETAILS AND ANY REVISIONS.
- THE CONTRACTOR SHALL ALLOW FOR ARRIVAL FOR THE MAINTENANCE, ITS INSPECTORS, AGENTS, EMPLOYEES, CONTRACTORS OR INVITED GUESTS TO ENTER UPON ANY LAND OWNED OR CONTROLLED BY THE CONTRACTOR OUTSIDE OF AND ADJACENT TO THE RIGHT-OF-WAY OF ANY TRAFFIC IMPROVEMENTS OR PUBLIC WORKS WHICH HAVE BEEN USED FOR CONSTRUCTION OF THE TRAFFIC IMPROVEMENTS, AT ANY AND ALL TIMES AND FOR ANY AND ALL PURPOSES NECESSARY OR INCIDENTAL TO SUCH INSPECTION OR TESTING.
- THE PLACEMENT OF TEMPORARY PLANS MATERIALS SHALL BE SUBJECT TO ALL OF THE WEATHER AND SEASONAL LIMITATIONS OUTLINED UNDER MAINTENANCE STANDARD SPECIFICATIONS NOVEMBER 2004 EDITION DIVISION 100.000 PAVEMENTS SECTION 100.000.000 AND 100.000.000.
- ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO REMOVE AND RESET POST SIGNS, MARKERS, AND POLES SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT BID PRICE. IF ANY DAMAGE OCCURS TO POSTS, SIGNS, MARKERS OR ACCESSORIES, MAINTENANCE DURING REPAIR, STORAGE OR RESETTING, THE DAMAGED MATERIALS SHALL BE REPLACED BY THE CONTRACTOR TO THE SATISFACTION OF THE MAINTENANCE, AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND OR THE ELEVATION OF THE EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. UNDERGROUND FACILITIES INDICATED ON THE CROSS SECTIONS HAVE BEEN DERIVED FROM THE PLANS AND DATA, AND MAY ALSO INCLUDE FURTHER ASSIGNMENTS OF THE CROSS SECTIONS BASED UPON STREET LIGHT INTERFERENCE FROM THE ADJACENT WINDMILLS, DATE VALUES, OR TEST RESULTS. THIS INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AND LOCATE AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE HIS WORK AND SCHEDULE AND THE UTILITY LOCATION WORK WITH THE PROPOSED UTILITY COMPANY. UTILITY COMPANIES FOR THIS PROJECT ARE:

CENTRAL WATER POWER  
ATTN: JAY MINOIA  
102 CANOE ROAD  
PORTLAND, ME 04102  
(207) 828-2631

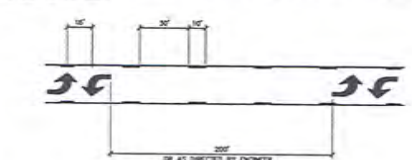
FAIRPORT  
ATTN: MARK PELLERIN  
118 JOHNSON ROAD  
PORTLAND, ME 04102  
(207) 253-2224

PORTLAND WATER DISTRICT  
ATTN: JAY MINOIA  
230 BOWLAND STREET  
PORTLAND, ME 04104  
(207) 774-1861

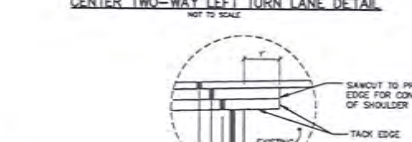
THE MAINTENANCE  
ATTN: MARK PELLERIN  
118 JOHNSON ROAD  
PORTLAND, ME 04102  
(207) 253-2224

- ALL MATERIAL SCHEDULES SHOWN ON THE PLANS ARE FOR GENERAL INFORMATION ONLY. THE CONTRACTOR SHALL PREPARE HIS OWN MATERIAL SCHEDULES BASED UPON HIS PLAN REVIEW. ALL SCHEDULES SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR PRIOR TO COMMENCING WORK OR FOR FINISHING WORK.
- PROPERTY LINE AND ROAD MONUMENTS SHALL NOT BE DISTURBED BY CONSTRUCTION. IF DISTURBED, THEY SHALL BE RESET TO THEIR ORIGINAL LOCATIONS AT THE CONTRACTOR'S EXPENSE, ON A MAINTENANCE PROFESSIONAL LAND SURVEYOR.
- EXISTING CONCRETE BASES ON SURVEY COMPLETED BY BOUNDARY POINTS.
- CONSTRUCTION SHALL NOT COME INTO CONTACT WITH THE TOWN, THE MAINTENANCE AND THE ENGINEER.
- THE CONTRACTOR SHALL SUBMIT A QC PLAN AS OUTLINED UNDER MAINTENANCE STANDARD SPECIFICATIONS NOVEMBER 2004 EDITION DIVISION 100.000 PAVEMENTS SECTION 100.000.000 FOR APPROVAL BY THE MAINTENANCE AND ENGINEER. THE ACCEPTANCE METHOD SHALL BE AS NOTED IN THE CONTRACT. THE ENGINEER HAS NO RESPONSIBILITY IN ADVANCE OF ANY PAYMENT. THE QUALITY REQUIREMENTS AND DISPOSITION SHALL APPLY AS OUTLINED IN SECTION 100.000 OF THE MAINTENANCE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL NOT BE REQUIRED TO LOCATE ANY UTILITIES FOR TESTING AT THEIR DISCRETION TO DETERMINE IF THE MAINTENANCE IS WHEN THE TOLERANCES LISTED IN TABLE 1 OF SECTION 100.000.
- ALL PAYMENT WARNINGS AND SIGNS THAT COMPLY WITH THE PROPOSED SHALL BE REMOVED IN ACCORDANCE WITH THE MAINTENANCE STANDARD SPECIFICATIONS.
- ALL NEW SIGNS SHALL HAVE HIGH INTENSITY RETRO-REFLECTIVE SHEETING WHEN WORK POSTS ARE USED THEY SHALL BE PRESSURE TREATED.
- A TACK COAT OF EMULSION ASPHALT, 1% OR 1.5% SHALL BE APPLIED TO ANY EXISTING PAVEMENT AT A RATE OF APPROXIMATELY 0.025 GALLONS/SY, AND ON NEW PAVEMENT APPROXIMATELY 0.020 GALLONS/SY. A FOG COAT OF EMULSION ASPHALT SHALL BE BETWEEN EXISTING PAVEMENT AND THE SURFACE COURSE, AT A RATE NOT TO EXCEED 0.025 GALLONS/SY.
- THE CONTRACTOR SHALL COMPLETE THE WORK WITHIN EIGHTY-SEVEN (87) DAYS OF EXISTENCE, AND WILL BE RESPONSIBLE IF PRECIPITATION OCCURS ON PRIVATE PROPERTY.
- ALL EXISTING WATER VALVE COVERS AND ANY OTHER EXISTING UTILITIES SHALL BE ADJUSTED TO GRADE BY THE APPROPRIATE UTILITY COMPANY.

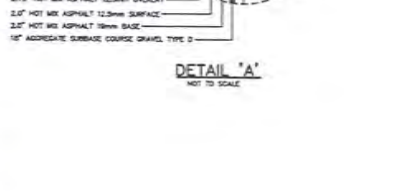
- ACTUAL CHISELING LIMITS MAY VARY BASED ON FIELD CONDITIONS AS DIRECTED BY THE MAINTENANCE. ESTIMATED CHISELING DEPTHS ARE 4 INCHES IN FIELD AREAS AND 12 INCHES IN WOODED AREAS.
- ANY NECESSARY CLEANING OF EXISTING PAVEMENT PRIOR TO PAVING SHALL BE INCIDENTAL TO THE RELATED PAVING ITEMS.
- NO EXISTING DRAINAGE SHALL BE ABANDONED, REMOVED OR PLUGGED WITHOUT PRIOR APPROVAL OF THE MAINTENANCE.
- LOAN HAS BEEN ESTIMATED FOR DISTURBED AREAS. ACTUAL PLACEMENT OF THE LOAN SHALL BE AS NOTED ON THE PLANS OR DESIGNATED BY THE MAINTENANCE.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING MAINTENANCE TO ENSURE THAT THE MAINTENANCE WILL BE SATISFACTORILY MAINTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF SHOULDER OR AS DIRECTED BY THE MAINTENANCE. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK. IT WILL BE CONSIDERED INCIDENTAL TO THE CONTRACT.
- THE CONTRACTOR IS RESPONSIBLE FOR THE CAMERA, SIDE STAKING OF EXISTING CENTERLINE AS PER STANDARD SPECIFICATION 100.000.000. SIDE STAKES SHALL BE PLACED SAFELY OUTSIDE OF THE CONSTRUCTION LIMITS AND THE EXISTING CENTERLINE GRADES SHALL BE TOLERATED TO THESE STAKES.
- ANY DAMAGE TO THE SLOPES CAUSED BY THE CONTRACTOR'S EQUIPMENT, PERSONNEL, OR OPERATION SHALL BE REPAIRED TO THE SATISFACTION OF THE MAINTENANCE. ALL WORK, EQUIPMENT, AND MATERIALS REQUIRED TO MAKE REPAIRS SHALL BE AT THE CONTRACTOR'S EXPENSE.
- ESTIMATED QUANTITIES FOR REQUIRED STRUCTURAL EARTH EXCAVATION, DRAINAGE AND MINOR STRUCTURES ARE INFORMATIONAL ONLY AND REPRESENT THE APPROXIMATE MINIMUM QUANTITY REQUIRED TO INSTALL DRAINAGE STRUCTURES. ADDITIONAL EXCAVATION FOR THE CONTRACTOR'S CONVENIENCE OR TO COMPLY WITH BACKFILLING REQUIREMENTS WILL NOT BE PAID FOR DIRECTLY BUT WILL BE CONSIDERED INCIDENTAL TO THE RELATED DRAINAGE ITEMS.
- NO SEPARATE PAYMENT FOR SUPERSTENDING OR FOREMAN WILL BE MADE FOR THE SUPERVISION OF EQUIPMENT BEING PAID FOR UNDER THE EQUIPMENT RENTAL ITEMS.
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE MAINTENANCE DEPARTMENT OF TRANSPORTATION'S BEST MANAGEMENT PRACTICES FOR DRAINAGE CONTROL, A SEGMENT CONTRACT, FEBRUARY, 2006.
- TEST PITS OF ALL UTILITIES DISCOVERED SHALL BE COMPLETED TWO WEEKS IN ADVANCE OF THE START OF CONSTRUCTION OR DRAINAGE OF MATERIALS. TEST PIT INFORMATION SHALL BE PROMPTLY PROVIDED TO ENGINEER FOR REVIEW.
- THE CONTRACTOR SHALL ANTICIPATE THAT DISCUSSIONS WILL BE DISCONTINUED DURING CONSTRUCTION AND SHALL INCLUDE SUFFICIENT COSTS WITHIN THEIR BID TO PROVIDE SCHEDULING AS NECESSARY. NO SEPARATE PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR SCHEDULING.
- LOCATION OF WATER WINGS ARE APPROXIMATE AND BASED ON A COMPOSITE OF AS-BUILT PLANS AND SURVEYED RECORDS SUCH AS VALVES.
- COORDINATE WITH APPROPRIATE UTILITY COMPANY FOR SUPPORT OF UTILITY POLES AS NECESSARY.
- TEST PITS SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF EXISTING UTILITIES. TEST PIT INFORMATION SHALL BE PROVIDED TO THE ENGINEER TO REVIEW PRIOR TO DRAINAGE OF MATERIALS. TEST PITS SHALL INCLUDE ALL EXCAVATION, BACKFILL AND TEMPORARY PAVEMENT IN ROAD SECTIONS.
- ANY DAMAGE CAUSED TO THE EXISTING UTILITIES BY THE CONTRACTORS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NO SEPARATE PAYMENT SHALL BE MADE.
- ANY BASE PAVEMENT NOT SURFACED BEFORE WATER WILL REQUIRE TEMPORARY PAVEMENT MARKINGS OF PAINT, BUILT YELLOW CENTERLINE AND WHITE EDGE LINES AND WILL BE CONSIDERED PART OF ITEM 607.70.
- CATCH BASIN AND MANHOLE FRAMES AND COVERS SHALL BE ADJUSTED TO MATCH OVERLAY WITH THE USE OF CAST IRON FISH PINS.



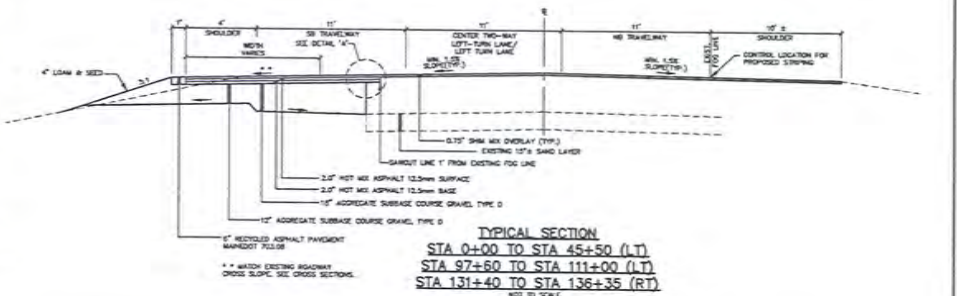
CENTER TWO-WAY LEFT TURN LANE DETAIL  
NOT TO SCALE



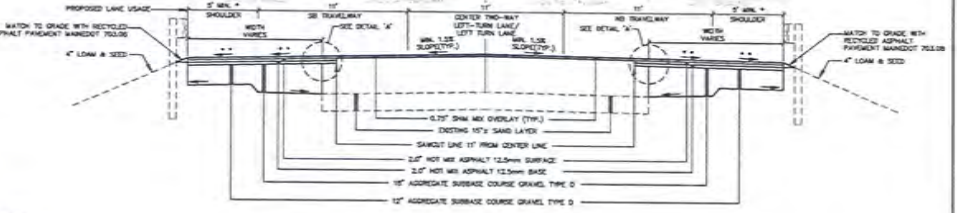
DETAIL 'A'  
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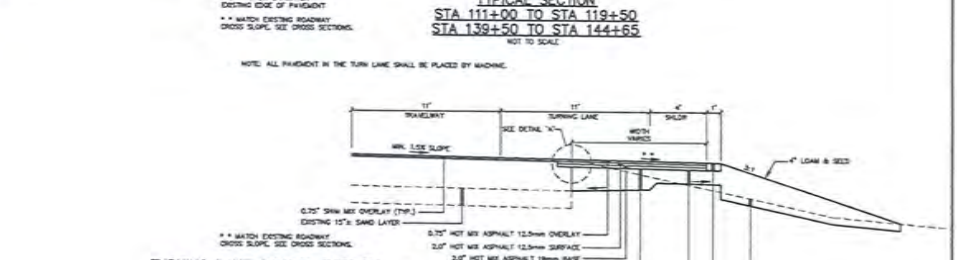
TURNING LANE TYPICAL SECTION  
STA 136+35 TO STA 138+70, RT  
NOT TO SCALE



TYPICAL SECTION  
STA 0+00 TO STA 45+50 (L.T.)  
STA 97+60 TO STA 111+00 (L.T.)  
STA 131+40 TO STA 136+35 (RT)  
NOT TO SCALE



TYPICAL SECTION  
STA 111+00 TO STA 119+50  
STA 138+70 TO STA 144+65  
NOT TO SCALE



TURNING LANE TYPICAL SECTION  
STA 136+35 TO STA 138+70, RT  
NOT TO SCALE

NOTE: THIS PLAN SET IS ISSUED FOR REVIEW PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.

Rev	Date	Revision

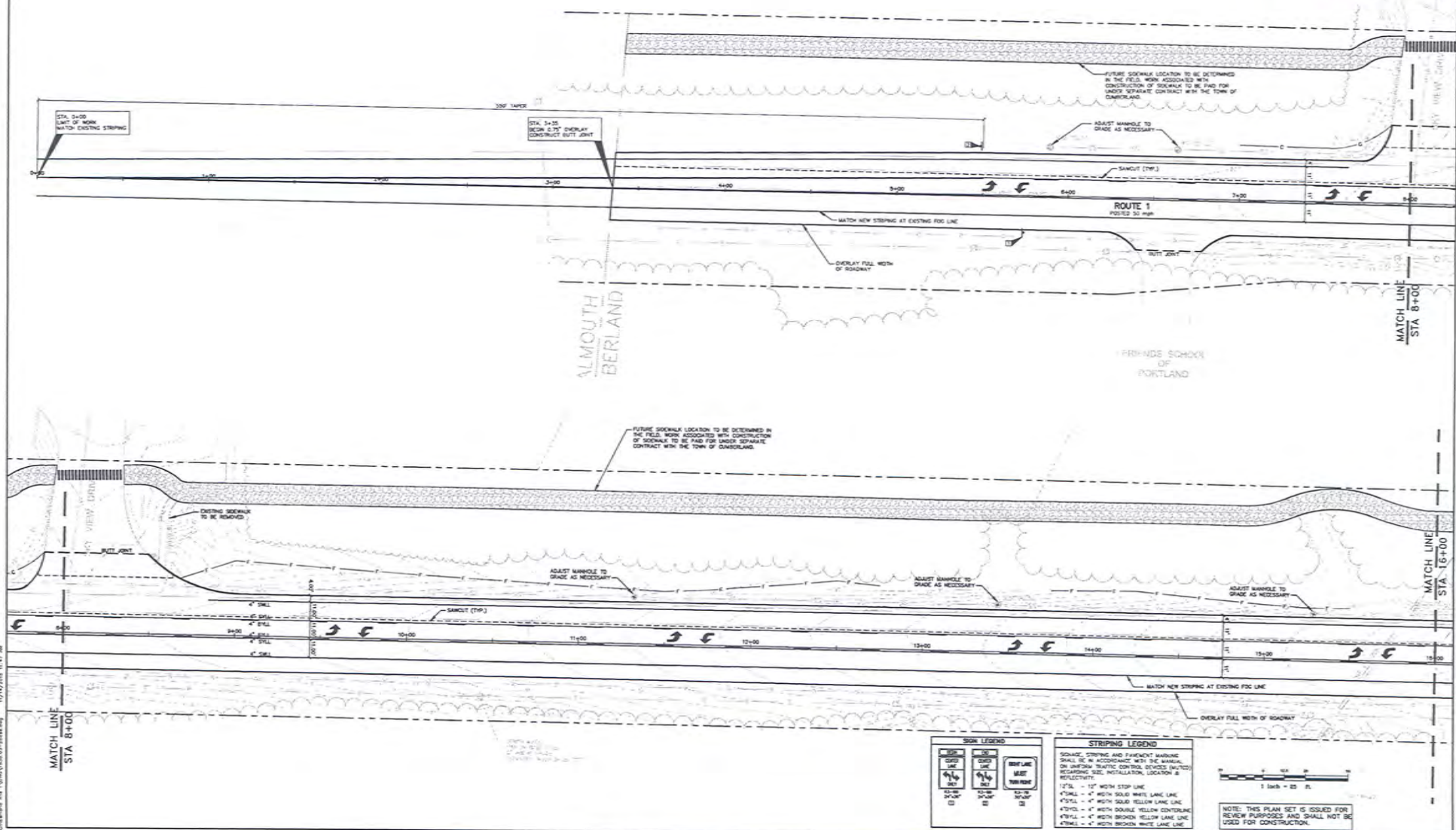
Client	Sub	Drawn	Check	Date	By

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Drawing Name:	General Notes & Typical Sections
Project:	Route 1 Roadway Improvement Project Cumberland, Me
Client:	Town of Cumberland 290 Tuttle Road, Cumberland, ME 04021
Drawing No.	2

DATE	REV	PROJECT NUMBER	SHEET	TOTAL SHEETS
1	1	MAINE HIGHWAY 80 XXXX	2	8
CUMBERLAND, ROUTE 1				



SIGN LEGEND	
	STOP
	YIELD
	ADVANCE STOP
	NO LEFT TURN
	NO RIGHT TURN

STRIPING LEGEND	
	12\"/>
	4\"/>
	4\"/>
	4\"/>
	4\"/>

NOTE: THIS PLAN SET IS ISSUED FOR REVIEW PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.

Rev	Date	Revision

CLIENT REVIEW	DATE	BY

Design: JLC Date: APRIL 2019  
 Checked: DER Date: APR 25 2019 Job No: 1536.01  
 File Name: 1536.01-Route 1  
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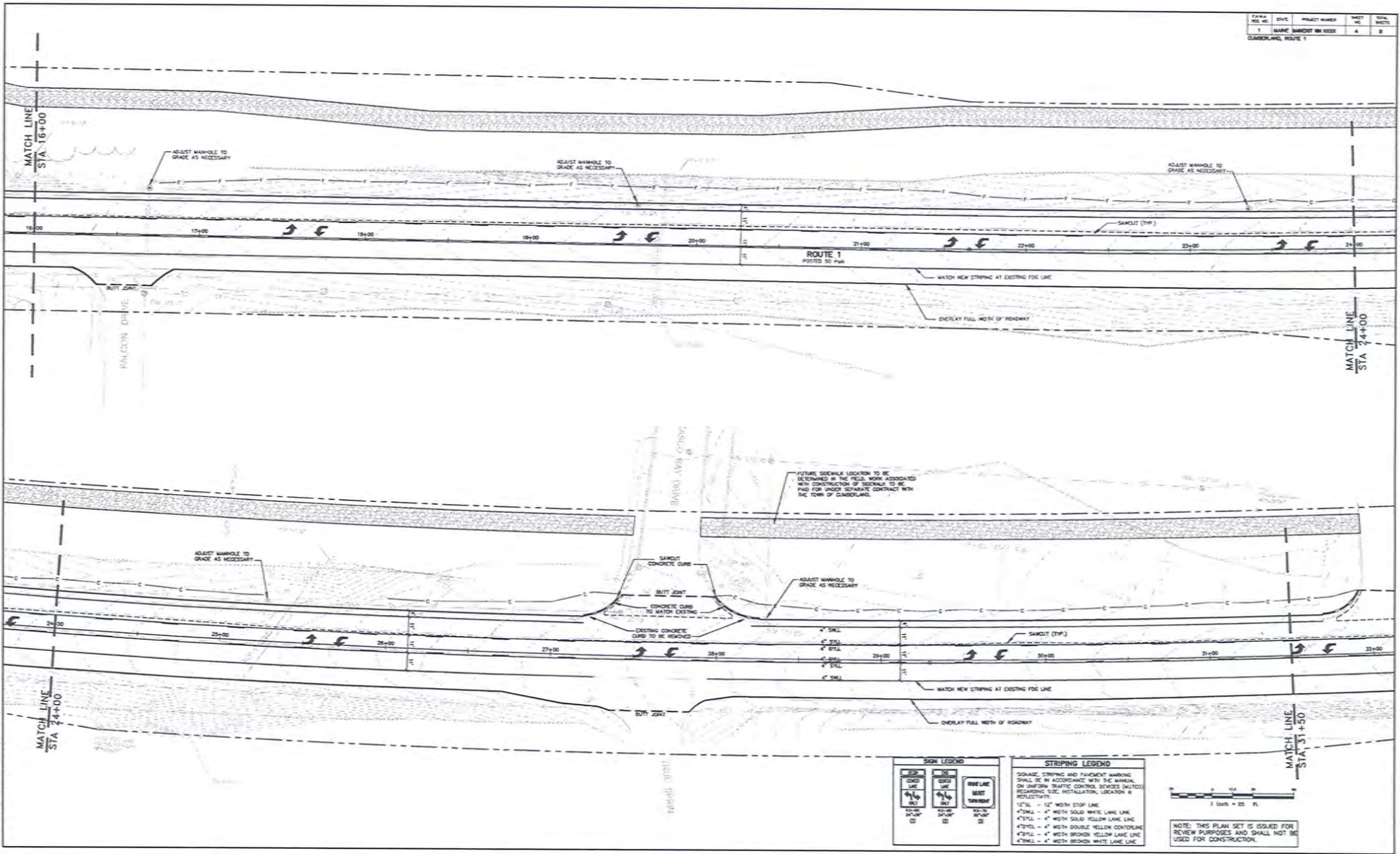
Drawing Name:	Striping Plan
Project:	Route 1 Roadway Improvement Project
Client:	Cumberland, Me Town of Cumberland 290 Tuttle Road, Cumberland, Me 04021

Drawing No.  
**3**

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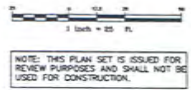


DATE	BY	PROJECT NUMBER	REV	REASON
11/17/2018	DER	1	1	MADE WAREHOUSE ON ROAD
			2	
			3	



SIGN LEGEND	
	STOP
	YIELD
	NO LEFT TURN
	NO RIGHT TURN

STRIPING LEGEND	
SIGNAGE, STRIPING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) REGARDING SIZE, INSTALLATION, LOCATION & REFLECTIVITY.	
12" SL	12" WIDE STOP LINE
4" TSL	4" WIDE SOLID WHITE LINE
4" TSL	4" WIDE SOLID YELLOW LINE
4" TSL	4" WIDE DOUBLE YELLOW CENTERLINE
4" TSL	4" WIDE BROWN YELLOW LINE
4" TSL	4" WIDE BROWN WHITE LINE



Rev.	Date	Revision

CLIENT REVIEW	11-15-18	DER
CLIENT REVIEW	12-18-18	DER
Issued For	Date	By

Design: GJP, GJP/LAB Date: 11/17/2018  
 Checked: DER Date: 11/20/2018  
 File Name: 102155-0000.dwg  
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 207.772.1515

Drawing Name:	Striping Plan
Project:	Route 1 Roadway Improvement Project
	Cumberland, Me
Client:	Town of Cumberland
	290 Tuttle Road, Cumberland, Me 04021

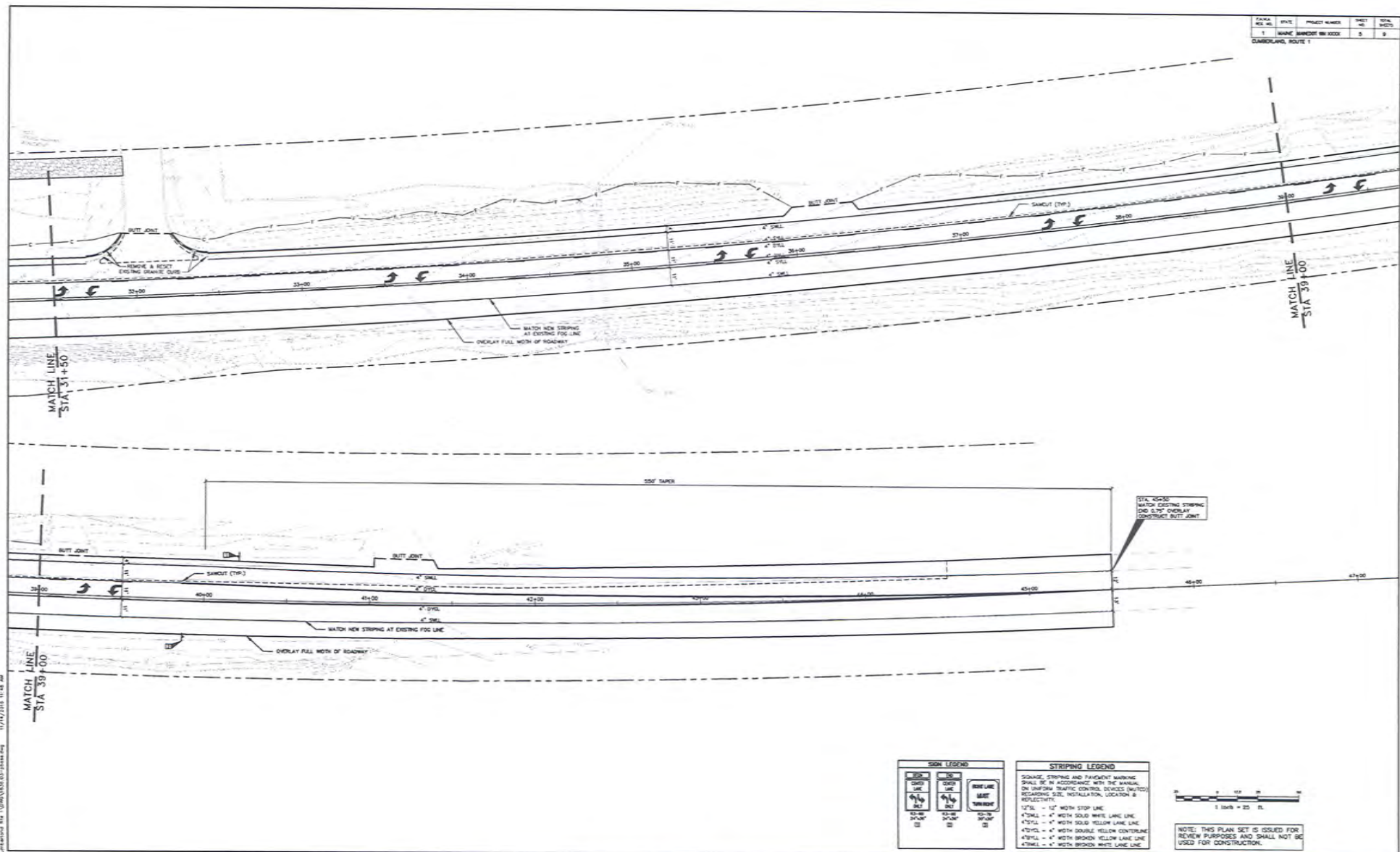
Drawing No.
4

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DATE	REV	BY	PROJECT NUMBER	SHEET	TOTAL SHEETS
11/14/2014	1	WALSH	MAINE ROADWAY IMPROVEMENT	5	5

CUMBERLAND, ROUTE 1



SIGN LEGEND	
4' SLL	4' SYL

STRIPING LEGEND	
12' SLL	4' SYL

NOTE: THIS PLAN SET IS ISSUED FOR REVIEW PURPOSES AND SHALL NOT BE USED FOR CONSTRUCTION.

Rev	Date	Revision

Client Review	Date	By

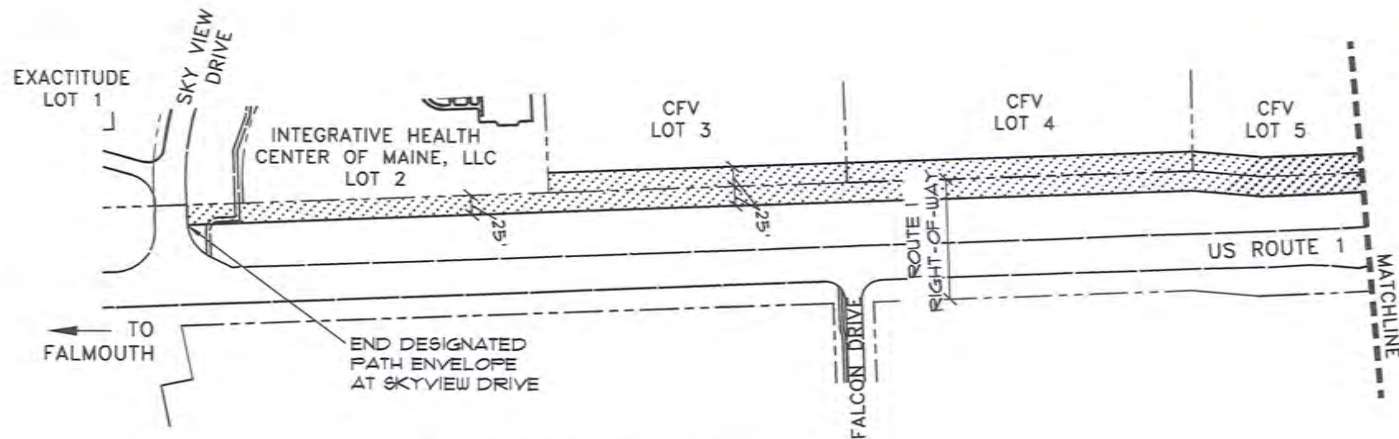
Design	Date	By

**GORRILL PALMER**

Relationships. Responsiveness. Results.  
www.gorrillpalmer.com  
207.772.2515

Drawing Name	
Project:	Route 1 Roadway Improvement Project
Client:	Town of Cumberland 290 Tuttle Road, Cumberland, ME 04021

Drawing No.  
**5**

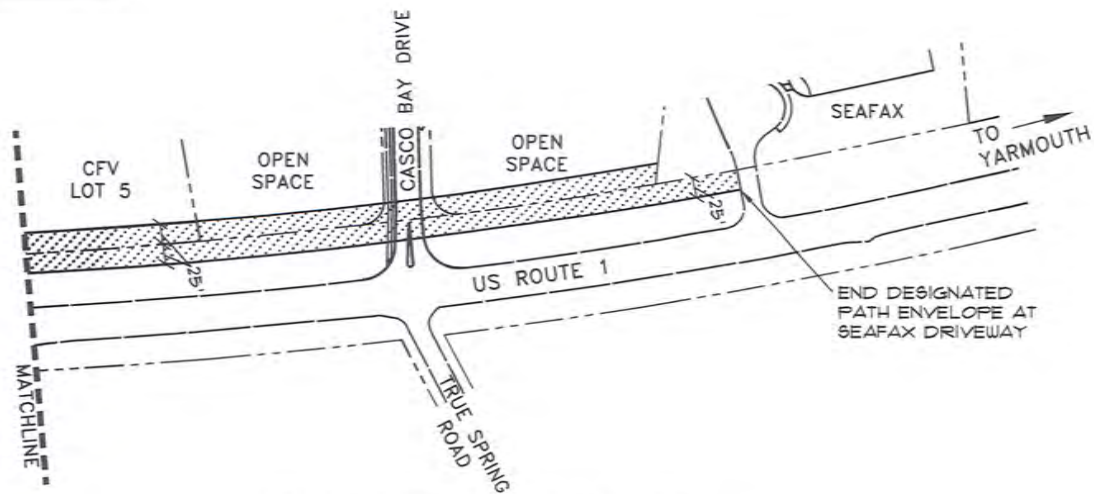


### DESIGNATED PATH ENVELOPE SKYVIEW DRIVE TO LOT 5

#### DESIGNATED PATH ENVELOPE:

25 FEET ALONG THE ROUTE ONE RIGHT-OF-WAY FROM SKYVIEW DRIVE TO SEAFAX'S DRIVEWAY.

25 FEET ALONG THE ROUTE ONE RIGHT-OF-WAY OVER CUMBERLAND FORESIDE VILLAGE LOTS 3, 4, 5 AND THE CASCO BAY DRIVE RIGHT-OF-WAY AND ADJACENT OPEN SPACE OF CFV HOUSING.



### DESIGNATED PATH ENVELOPE LOT 5 TO SEAFAX

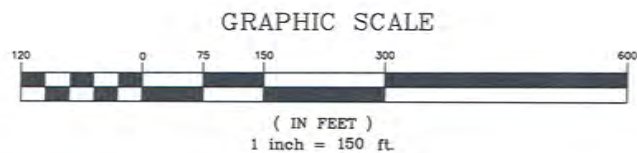
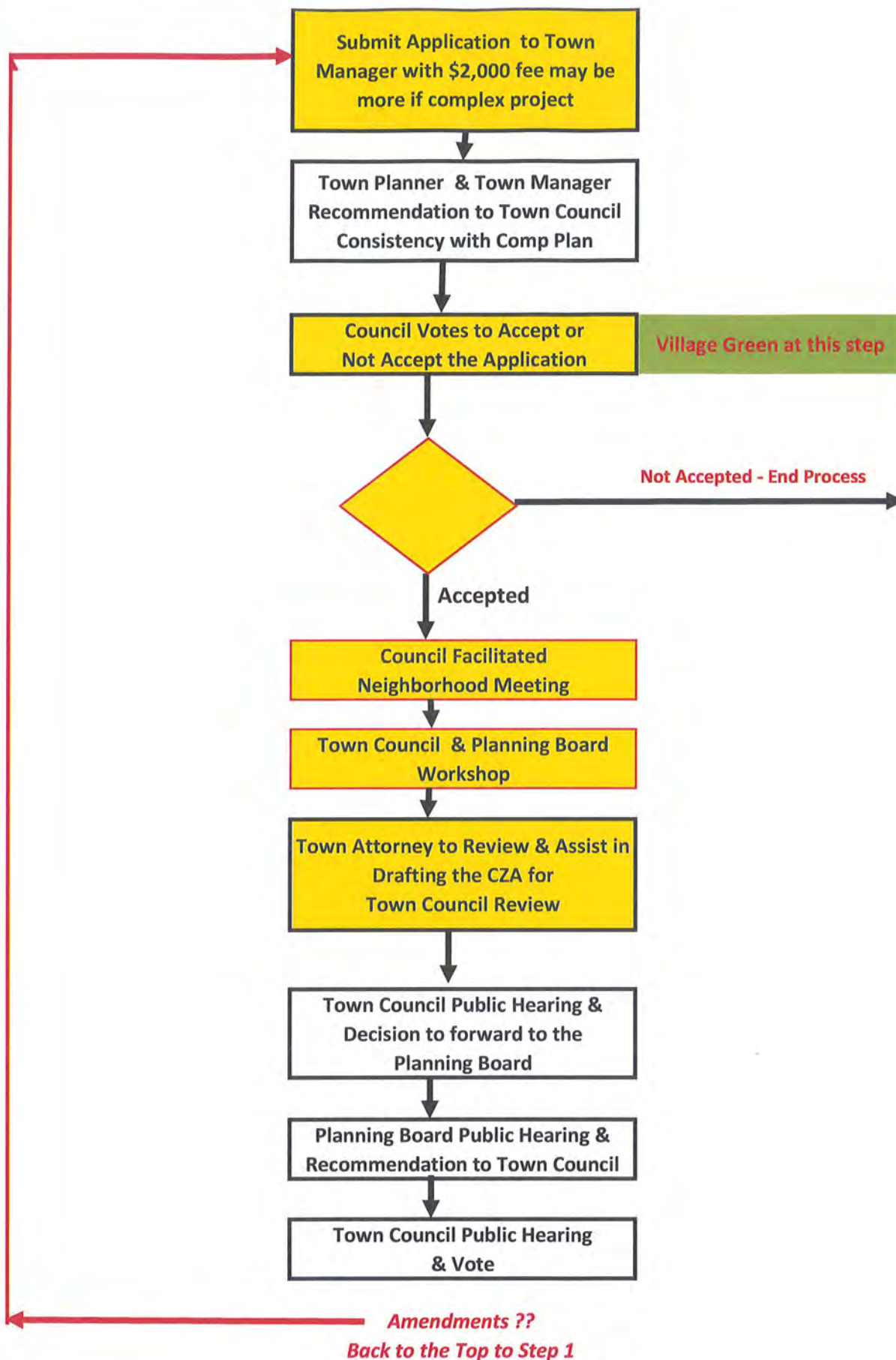


EXHIBIT G



# ITEM 17-039

To consider and act on a Contract Zone Agreement amendment  
request for Bateman Partners, LLC for Village Green







# TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland Center, Maine 04021-9321

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

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## **Public Notice from the Town of Cumberland Village Green Subdivision Contract Zone Agreement Amendment**

The Town of Cumberland is considering an amendment to the Village Green Subdivision Contract Zone Agreement.

Information regarding the proposed amendment to the Village Green Subdivision Contract Zone Agreement is enclosed with this notice. A copy of the full proposed amended agreement can be viewed at Cumberland Town Hall in the Planning Department or on the Town's website at [www.cumberlandmaine.com](http://www.cumberlandmaine.com).

**Please note important meeting dates regarding this proposed amendment listed below.** All meetings are open to the public. The public will have an opportunity to speak at the neighborhood meeting and all of the public hearings.

**April 3, 2017 at 6:30 pm** – Neighborhood Meeting at Cumberland Town Hall in Council Chambers.

**April 3, 2017 at 7:00 pm** – Town Council Workshop with Planning Board at Cumberland Town Hall in Council Chambers.

**April 10, 2017 at 7:00 pm** – Town Council Public Hearing and vote to consider referring the proposed amended agreement to the Planning Board for the Planning Board's recommendation.

**April 18, 2017 at 7:00 pm** – Planning Board Public Hearing and vote to make a recommendation to the Town Council regarding the proposed amended agreement. A map of the property and the proposed conditions of the rezoning are included with this notice.

**April 24, 2017 at 7:00 pm** – Town Council Public Hearing and vote to approve, modify or deny the proposed amended agreement.

For More Information call the Cumberland Planning Department at (207)829-2206, email [csilberman@cumberlandmaine.com](mailto:csilberman@cumberlandmaine.com) or visit the Cumberland Town Hall Planning Department, 290 Tuttle Road, Cumberland, Maine 04021.

For cancellations check Channel 6, 8 or 13 or check the town website [www.cumberlandmaine.com](http://www.cumberlandmaine.com).

Please inform us of any special requirement you may have due to a disability.



# TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland, Maine 04021

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

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March 21, 2017

George Turner, Chairman  
Cumberland Town Council  
290 Tuttle Road  
Cumberland, Maine 04021

**RE: Application for CZA Amendment for Village Green and Future Subdivision amendment**

Dear Chairman Turner,

Several years ago, the Town sold the property that is now known as Village Green, to Bateman Partners. Part of that agreement was to locate the existing demolition landfill entirely on Town property. At the time of transfer, limited test pit information was available and the property line was agreed upon based on what we had assumed were the limits of the demolition landfill area.

The Town then began the permitting process through the Maine Department of Environmental Protection (MDEP) for the closure and capping of the 30 year old dormant landfill and found the limits to be over the agreed upon property line. This Contract Zone amendment is to place the entire demolition site onto Town property and off the property of the Village Green Homeowner's Association. The Town has been working closely with Bateman Partners to resolve this matter. As developer, Bateman Partners is the required party to bring this matter forward, but they truly have no fault in this required amendment. Since the project was a Contract Zone Agreement it requires, by Town Ordinance, a Neighborhood Meeting, a Planning Board recommendation and Town Council action prior to applying to the Planning Board for the subdivision line to be amended and moved closer to the pond to have all the landfill located on Town Property (see Attached sketch). The meeting schedule is outlined in the attached Public Notice.

As required by Ordinance, the Town Council will be facilitating the Neighborhood Meeting on Monday, April 3, 2017 at 6:30 PM and will only be discussing the moving of the property line. This is the only reason for the amendment to this Contract Zone Agreement. **Exhibit A & Exhibit B** will need to be amended as part of this agreement.

The area to be transferred to the Town is 0.6 acres adjacent to the pond. Exhibit A & B will be modified to reflect the changes depicted in the attached graphic (Figure 1).



Please contact me with any questions, concerns, or requests for additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'W.R. Shane', with a long horizontal flourish extending to the right.

William R. Shane

Town Manager

[wshane@cumberlandmaine.com](mailto:wshane@cumberlandmaine.com)

cc: Bateman Partners  
Carla Nixon, Town Planner

FOUND 2" GALVANIZED  
IRON PIPE,  
17" ABOVE GRADE  
SEPTEMBER 2006

MAP U10 LOT 7B  
NOW OR FORMERLY  
VILLAGE GREEN CUMBERLAND, LLC  
BOOK 29285 PAGE 284  
PLAN BOOK 212 PAGE 18  
PLAN BOOK 201 PAGE 141

AREA OF  
LAND TO BE  
PURCHASED  
0.6 ACRES

MAP U10 LOT 7B  
NOW OR FORMERLY  
VILLAGE GREEN  
CUMBERLAND, LLC  
BOOK 29285 PAGE 284  
PLAN BOOK 212 PAGE 18  
PLAN BOOK 201 PAGE 141

MAP R03 LOT 54  
TOWN OF CUMBERLAND  
BOOK 2896 PAGE 598  
BOOK 3224 PAGE 126  
BOOK 3411 PAGE 338

CLEARING LIMIT LINE  
(LIMIT OF WORK) (TYP)

EXISTING PUBLIC  
WORKS BUILDING

APPROXIMATE LIMIT  
OF WASTE (TYP)

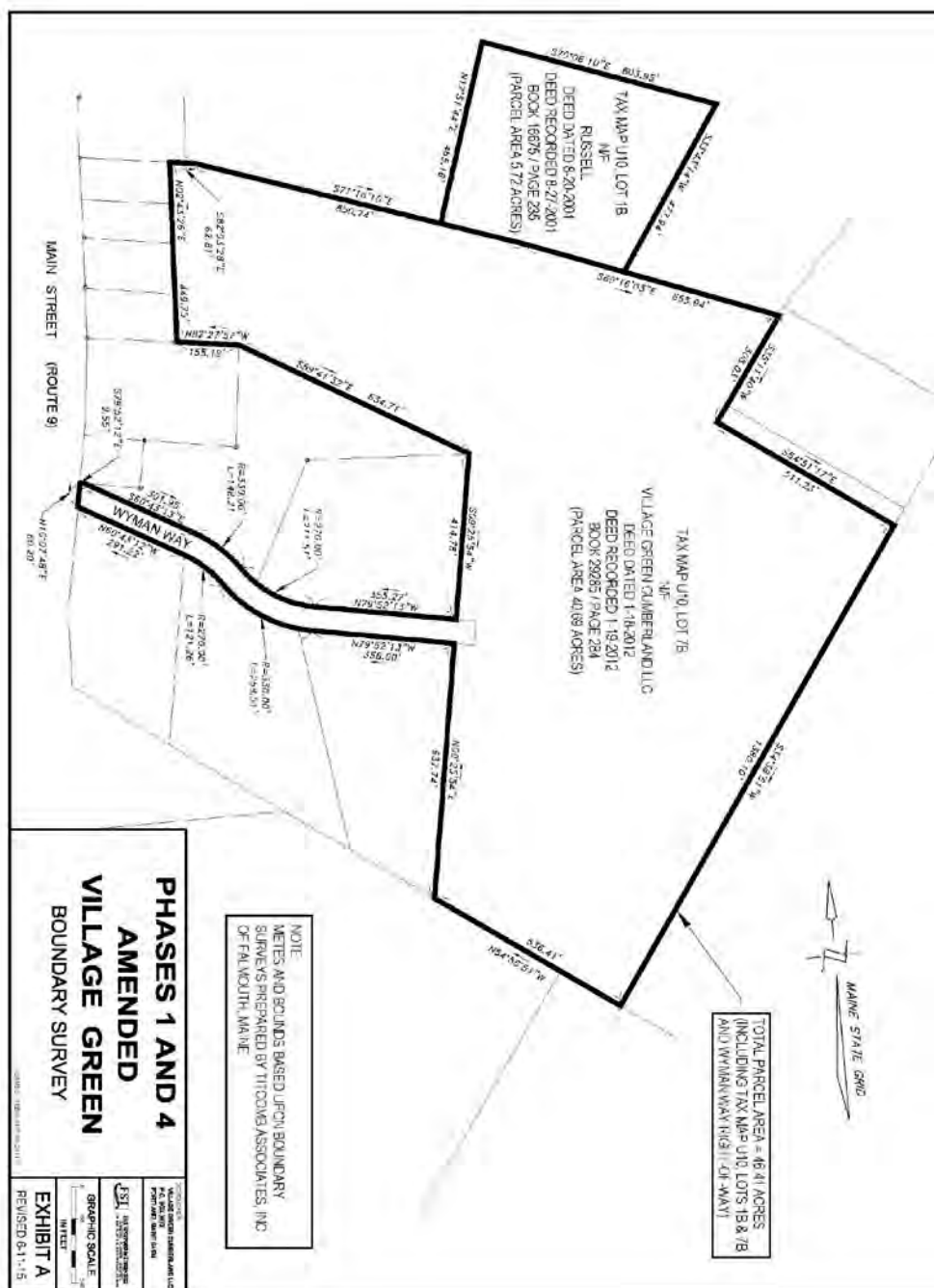
DROWNE ROAD

FIGURE 1  
LAND TO BE PURCHASED  
DROWNE ROAD  
CUMBERLAND, MAINE





## EXHIBIT A



# EXHIBIT B

R:\SC-M147-Russell Property\Cadd\Concept Set\dwg\SC-M147-AMENDED MASTER PLAN.dwg, EXHIBIT B-PHASES 1 & 4, 6/15/2015 11:23:24 AM, dube\_c, 1:2.865



**AMENDED AND RESTATED**  
**CONTRACT ZONING AGREEMENT**  
**BY AND BETWEEN THE TOWN OF CUMBERLAND**  
**AND**  
**VILLAGE GREEN CUMBERLAND, LLC**  
  
**RELATING TO PHASE 1 and PHASE 4 OF THE**  
**VILLAGE GREEN REVITALIZATION MASTER PLAN**

This Amended and Restated Contract Zoning Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 by and between the **Town of Cumberland**, a Municipal Corporation (the “**Town**”), and **Village Green Cumberland, LLC**, a Maine Limited Liability Company with a business address of PO Box 3572, Portland, ME 04104-3571, its nominee or assigns (the “**Developer**”), pursuant to the Conditional and Contract rezoning provisions set forth in 30-A M.R.S.A. Section 4352 (the “**Act**”) and Section 315-79 of the Cumberland Code, as amended (the “**Code**”).

WHEREAS, the Town and Developer entered into a Contract Zoning Agreement dated April 11, 2011, which is recorded at the Cumberland County Registry of Deeds in Book 28735, Page 158 (the “**Original Agreement**”); and

WHEREAS, the Town conveyed to the Developer the property subject to the Original Agreement, a 40.7 +/- acre parcel of unimproved real estate located between Drowne Road and Wyman Way, identified on the Town of Cumberland Tax Assessor map as Map U10, Lot 7B (the “**Original Property**”), by virtue of a Deed dated January 18, 2012, recorded in the Cumberland County Registry of Deeds in Book 29285, Page 284; and

WHEREAS, the Developer has begun developing the Original Property into a 59 lot residential subdivision, subject to the terms and conditions set forth in the Original Agreement and a subdivision plan as approved by the Cumberland Planning Board on January 17, 2012, recorded in the Cumberland County Registry of Deeds in Plan Book 212, Page 18; and

WHEREAS, the Developer intends to expand the residential subdivision of the Original Property, subject to the terms and conditions set forth herein, to include additional residential lots on a 5.66 +/- parcel of real estate adjoining the Original Property, identified on the Town of Cumberland Tax Assessor map as Map U10, Lot 1B (the “**Phase 4 Property**”), which property is currently owned by George and Constance Russell by virtue of a Deed dated August 20, 2001, recorded in the Cumberland County Registry of Deeds in Book 16675, Page 235; and

WHEREAS, the Town and the Developer desire to amend and restate the Original Agreement in its entirety;

NOW THEREFORE, the Original Agreement is hereby amended and restated in its entirety, as follows, it being understood that this Amended and Restated Contract Zoning

Agreement supersedes and replaces the Original Agreement, which shall be of no further force and effect:

WHEREAS, the property subject to this Amended and Restated Contract Zoning Agreement consists of two separate parcels, the Original Property, a 40.7 +/- acre parcel of real estate located between Drowne Road and Wyman Way, identified on the Town's Tax Assessor map as MAP U10, Lot 7B, and the Phase 4 Property, a 5.66 +/- acre parcel of real estate located adjacent to the northern boundary of the Original Property, identified on the Town's Tax Assessor map as Map U10, Lot 1B, both properties consisting of 46.36 +/- acres total as more particularly shown on Exhibit A attached hereto (together hereinafter referred to as the "**Property**"); and

WHEREAS, the Original Property is located in the Village Mixed-Use Zone (VMUZ) District (the "**V-MUZ District**") located in Section 315-18 of the Cumberland Code; and

WHEREAS, the Phase 4 Property is located in the Rural Residential 1 (RR1) Zoning District (the "**RR1 Zoning District**") located in Section 315-6 of the Cumberland Code; and

WHEREAS, the Town desires to sell the property to generate tax revenue and stimulate further economic development in the town center as recommended by the 2009 Comprehensive Plan.

WHEREAS, the Developer has submitted an application for subdivision approval to the Cumberland Planning Board, in accordance with the subdivision plan attached hereto as Exhibit E; and

WHEREAS, in order for the Project to be financially feasible for the construction and sale of residential dwelling units while meeting all applicable codes, certain Amendments with respect to dimensional, design and certain other performance standards of the Cumberland Zoning Ordinance are required; and

WHEREAS, on May 23, 2016, the Cumberland Town Council approved the execution of this Amended and Restated Contract Zoning Agreement, subject to later compliance with the Subdivision and Site Plan Standards as set forth in Chapter 250 and Chapter 229, respectively, of the Cumberland Code, provided such provisions are not in conflict with the Act;

NOW THEREFORE, pursuant to the provisions of 30-A.M.R.S.A. § 4352(8) and Section 315-79 of the Code, as amended, the Cumberland Town Council hereby finds that this Amended and Restated Contract Zoning Agreement:

- A) is consistent with the Comprehensive Plan duly adopted by the Town of Cumberland on November 9, 2009; and
- B) establishes a contract zone area consistent with the existing and permitted uses in the original zone of the area involved; and



- C) only includes conditions and restrictions which relate to the physical development and future operation of the proposed development; and
- D) imposes those conditions and restrictions which are necessary and appropriate for the protection of the public health, safety and general welfare of the Town.

In furtherance of these common goals, the parties agree as follows:

I. **Establishment of the Contract Zone:**

The Town hereby agrees that the Property as described herein shall be a contract zone (the “**Contract Zone**”) pursuant to the provisions of 30-A.M.R.S.A. § 4352(8) and Section 315-79 of the Cumberland Code. This Agreement shall create an overlay zone. Except as expressly modified or otherwise stated herein, the Property shall be subject to the requirements of the V-MUZ District, as the same may be amended from time to time, together with all applicable lot requirements and general requirements, not modified herein.

II. **Permitted Uses Within the Contract Zone:**

The development permitted within the Contract Zone established herein shall be as follows:

A. All uses currently authorized either as permitted uses or special exceptions in the V-MUZ District, or as specifically authorized herein.

B. Up to four additional residential dwelling units may be constructed on the Phase 4 Property, not including the existing residential dwelling unit that currently exists on the Phase 4 Property and is currently occupied by the property owners George and Constance Russell.

III. **Restrictions and Certain Design Standards Within the Contract Zone:**

All restrictions as currently set forth in Section 315-79 of the Cumberland Code, except as modified herein and as appears on Exhibit C, attached hereto and made a part hereof.

IV. **Performance Standards Within the Contract Zone:**

The following performance standards shall apply to the Contract Zone (Phase 1 and Phase 4 of the VGRMP) as follows:

- A. The Recreation Facilities and Open Space Impact Fee Ordinance of the Town of Cumberland shall be waived in accordance with Article Section 137-10, Waiver of Impact Fee subject to the following provisions:
  - 137-6 Payment of Fees shall be modified as follows: the Developer shall submit to the Town a list of specific public

improvements with corresponding values for said improvements to be provided by each Phase of the approved Village Green Revitalization Master Plan (VGRMP). The public improvements shall include construction of a roadway from the existing terminus of Wyman Way, crossing the Property and connecting with Drowne Road. All public improvements provided in lieu of the impact fee for each Phase of the approved VGRMP shall be completed prior to the final release of bonds or letter of credit(s) required to secure all public improvements for each Development Phase. Performance guarantees, including Letters of Credit and bonds, shall include the value of the in lieu payments attributed to Public Improvements, even where the Public Improvements are to be located upon future Phases which may or may not be constructed.

- The public improvements provided for each Phase of the approved VGRMP will, at a minimum, equal the value of the impact fee(s) otherwise due as provided in 137-11 Calculation of Fee.
- All public improvements to be located within the adjacent “Civic Lot” (Map U10-A, Lot 13) provided by the Developer as part of this Agreement shall be in accordance with a Site Plan approved in advance by the Town.
- Certain areas within the parcel purchased from the Town (Map U10, Lot 7B) by the Developer shall be subject to an easement which allows for public use and recreation (see Exhibit D Plan of Open Space/Recreational Easements). The value of these easements for the purposes of 137-11 Calculation of Fees (Land for Public Use) shall be based on the total purchase price paid for said parcel, divided by the total acreage of the parcel multiplied by the acreage finally included within the easement area(s). Provided, however, that the Developer shall not be credited for any easements or improvements that are required by law or ordinance of residential subdivisions approved by the Town. The financial guarantees, including Letters of Credit, posted by the Developer to assure the construction of qualifying public improvements in phases future to Phase 1, may be required to be maintained in applicable portion by the Town until the Town and Developer have mutually determined an agreed plan for the future phases.

- B. The Town of Cumberland’s Growth Management Ordinance is hereby amended to include the following additional exemption within Section 118-6 of this ordinance:

**118-6(E)** Lots included within the Phase 1 and Phase 4 subdivision of the approved Village Green Revitalization Plan.

- C. The improvements to be constructed within Phase 1 and Phase 4 of the development shall be constructed in a manner to take advantage of emerging energy conservation techniques and technologies, consistent with the standards set forth in Exhibit F hereto.

Subject to the terms herein, the Cumberland Planning Board shall have review authority under the applicable provisions of the Cumberland Subdivision, Site Plan and Zoning Ordinances to impose conditions of approval pursuant to said Ordinances relating to the development and construction.

V. **Miscellaneous Provisions:**

- A. **Survival Clause:** The terms and conditions of this Agreement shall run with the land and be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of the parties hereto except as specifically set forth herein. This Agreement shall not be assignable without the prior approval of the Cumberland Town Council, provided, however, that the Developer may assign this Agreement without such approval to a corporate entity or limited liability company solely owned and organized by the Developer for the purpose of developing the Project. A true copy of this Agreement shall be recorded in the Cumberland County Registry of Deeds.

VI. **Further Assurances:** In order to effectively and properly implement this Agreement, the parties agree to negotiate in good faith the terms and conditions of such further instruments and agreements as may be reasonably necessary from time to time to give effect to this Agreement.

VII. **Maine Agreement:** This contract is a Maine Agreement, entered into in the State of Maine and shall be governed by and enforced in accordance with the laws of the State of Maine.

VIII. **Binding Covenants:** The above stated restrictions, provisions, and conditions are an essential part of this contract and shall run with the subject premises, shall bind the interest therein, and any party in possession or occupancy of said property or any part thereof, and shall inure to the benefit of and be enforceable by the Town, by and through its duly authorized representatives. This Agreement may not be amended except by mutual written agreement by the parties.

IX. **Severability:** In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be deemed to be valid and in full force and effect, and

the terms of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

X.     **Enforcement:** The Town shall also have the ability to enforce any breach of this Agreement or any other violation of the Zoning Ordinance through the provisions of 30-A M.R.S.A § 4452.



IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed as of the day and year first above written.

WITNESS:

Town of Cumberland

\_\_\_\_\_

By:

\_\_\_\_\_  
William R. Shane  
Its Town Manager

WITNESS:

Village Green Cumberland, LLC

\_\_\_\_\_

By:

\_\_\_\_\_  
David H. Bateman  
Its Manager

State of Maine

County of Cumberland, ss.

\_\_\_\_\_, 2017

Personally appeared the above-named William R. Shane, Town Manager of the Town of Cumberland and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of the Town of Cumberland and subscribed and swore to the same.

\_\_\_\_\_  
Notary Public/Attorney-at-Law  
Print Name: \_\_\_\_\_

State of Maine

County of Cumberland, ss.

\_\_\_\_\_, 2017

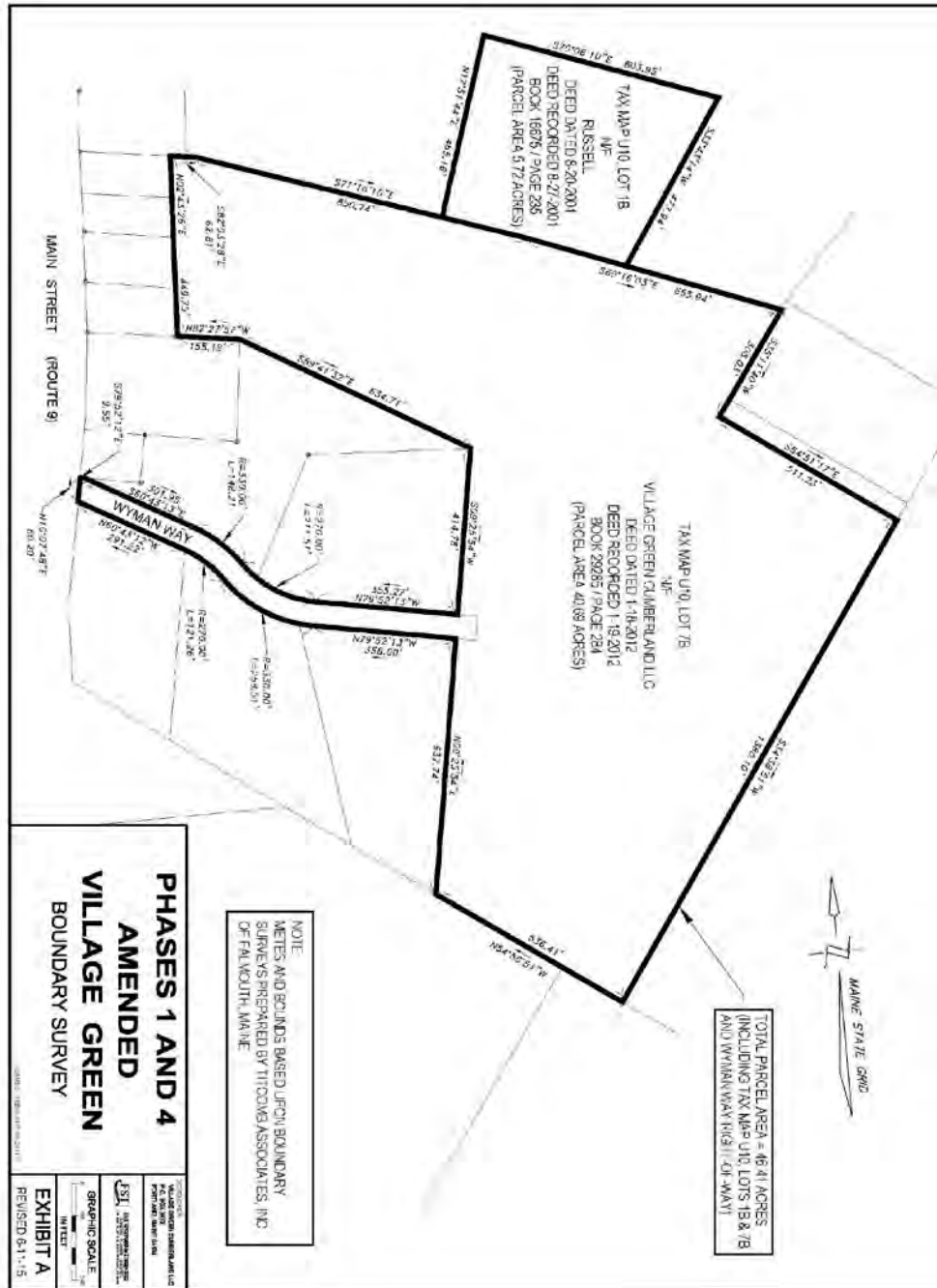
Personally appeared the above-named David H. Bateman, Manager of Village Green Cumberland, LLC and acknowledged the foregoing to be his free act and deed in his said capacity, and the free act and deed of Village Green Cumberland, LLC.

\_\_\_\_\_  
Notary Public/Attorney-at-Law  
Print Name: \_\_\_\_\_

## **EXHIBITS**

<b><u>Exhibit A</u></b>	Survey of the Property
<b><u>Exhibit B</u></b>	Approved Village Green Revitalization Master Plan (VGRMP) Phase 1 and Phase 4
<b><u>Exhibit C</u></b>	Summary of Zoning Amendments
<b><u>Exhibit D</u></b>	Plan of Open Space/Recreational Easement(s)
<b><u>Exhibit E</u></b>	Proposed Subdivision Plan
<b><u>Exhibit F</u></b>	Energy Conservation Standards
<b><u>Exhibit F-1</u></b>	Street Lighting

# EXHIBIT A



## **EXHIBIT B**





**EXHIBIT C**  
Summary of Zoning Amendments

A) The following minimum lot frontages shall be required on a Private Drive within the Contract Zone (Phase I and Phase 4 of the Village Green Revitalization Master Plan, VGRMP) as follows:

Use	Min. Lot Frontage
Detached Single Family Residential Structure	15'
Attached Single Family Residential Structure	15'
Duplex Residential Structure	50'

Maximum Number of Residential Units Accessed from Private Drive = 6

B) The following minimum setbacks within the V-MUZ District shall be modified for all structures within the Contract Zone (Phase I and Phase 4 of the VGRMP) as follows:

Structure Type	Front	Side
Detached Single Family Residential Structure and Garage	15' *	
Attached Single Family Residential Structure and Garage	15' *	10' **
Duplex Residential Structure and Garage	15' *	
Driveways	0'	8' **
Note: See additional buffer and setback requirements in Section F below		

\* Setback between face of garage and sidewalk shall be minimum distance of 20'

\*\* Side setback reduced to 0' along common sideline between attached residential structures and garages

C) All public roads within the Contract Zone (Phase I and Phase 4 of the VGRMP), including the full extent of Wyman Way connecting to Main Street, shall be designed in accordance with the residential sub-collector roadway standards as contained in Article VI and Table 2 of Chapter 250, Subdivision of Land, of the Cumberland Code, as modified by Section 315-18, the V-MUZ District, of the Cumberland Code, and as further modified below:

Standard	Public Road
Grass Esplanade	6' * (one side)
Paved Sidewalk	6' (one side)
Min. Tangent Length Between Curves of Reverse Alignment	0'
Min. Distance Between Street Intersections on Same Side	100'
Min. Distance Between Street Intersections on	200'

Opposite Side	
Min. Pavement Radii at Intersections	25'
Min. K Factor, Crest Vertical Curve	15
Min. K Factor, Sag Vertical Curve	20
MPH Design Speed	25
Min. Property Line Radius at Intersection	15'
Dead End Turn Around	Cul-de-Sac Per 8.2.D.3
Right-of-Way Width	50'
Minimum Centerline Radius	100'
Minimum Angle of Street Intersection	71 degrees
Minimum Pavement Radii at Intersection	25'
Aggregate Subbase Course: Sand	0"

\* Reduce esplanade width to 0' along portion of Wyman Way extending between Parcel 1 (Tax Map U10, Lot 7B) – Former Doane Parcel and Main Street (Route 9).

D) All private roads within the Contract Zone (Phase 1 and Phase 4 of the VGRMP) shall be designed in accordance with the private roadway standards as contained in Article VI and Table 2 of Chapter 250, Subdivision of Land, of the Cumberland Code, as modified by Section 315-18, the V-MUZ District, of the Cumberland Code, and as further modified below:

Standard	Private Road
Grass Esplanade	4' (one side)
Paved Sidewalk	5' (one side)
Min. Tangent Length Between Curves of Reverse Alignment	0'
Min. Distance Between Street Intersections on Same Side	100'
Dead End Turn Around	Tee Turn Around 25' Length

E) The following roadway standards shall apply to private drives within the Contract Zone (Phase 1 and Phase 4 of the VGRMP):

Standard	Private Drive
Right-of-Way Width	30'
Roadway Pavement Width	18'
Grass Esplanade	N/A
Paved Sidewalk	N/A
Max. Dead End Road Length	675'
Min. Roadway Centerline Grade (1.0% preferred)	1.0%
Max. Roadway Centerline Grade	10%
Min. Centerline Radius (100' Preferred)	100'

Min. Tangent Length Between Curves of Reverse Alignment	0'
Min. Angle of Street Intersections (90° Preferred)	75°
Min. Distance Between Street Intersections on Same Side	100'
Min. Distance Between Street Intersections on Opposite Side	100'
Min. Pavement Radii at Intersections	10'
Min. Pavement Crown	1/4" per foot
Min. Slope of Gravel Shoulder	1/2" per foot
Min. K Factor, Crest Vertical Curve	15
Min. K Factor, Sag Vertical Curve	20
MPH Design Speed	25
Max. Grade within 75' of Intersection	3%
Min. Property Line Radius at Intersection	0'
Dead End Turn Around	N/A

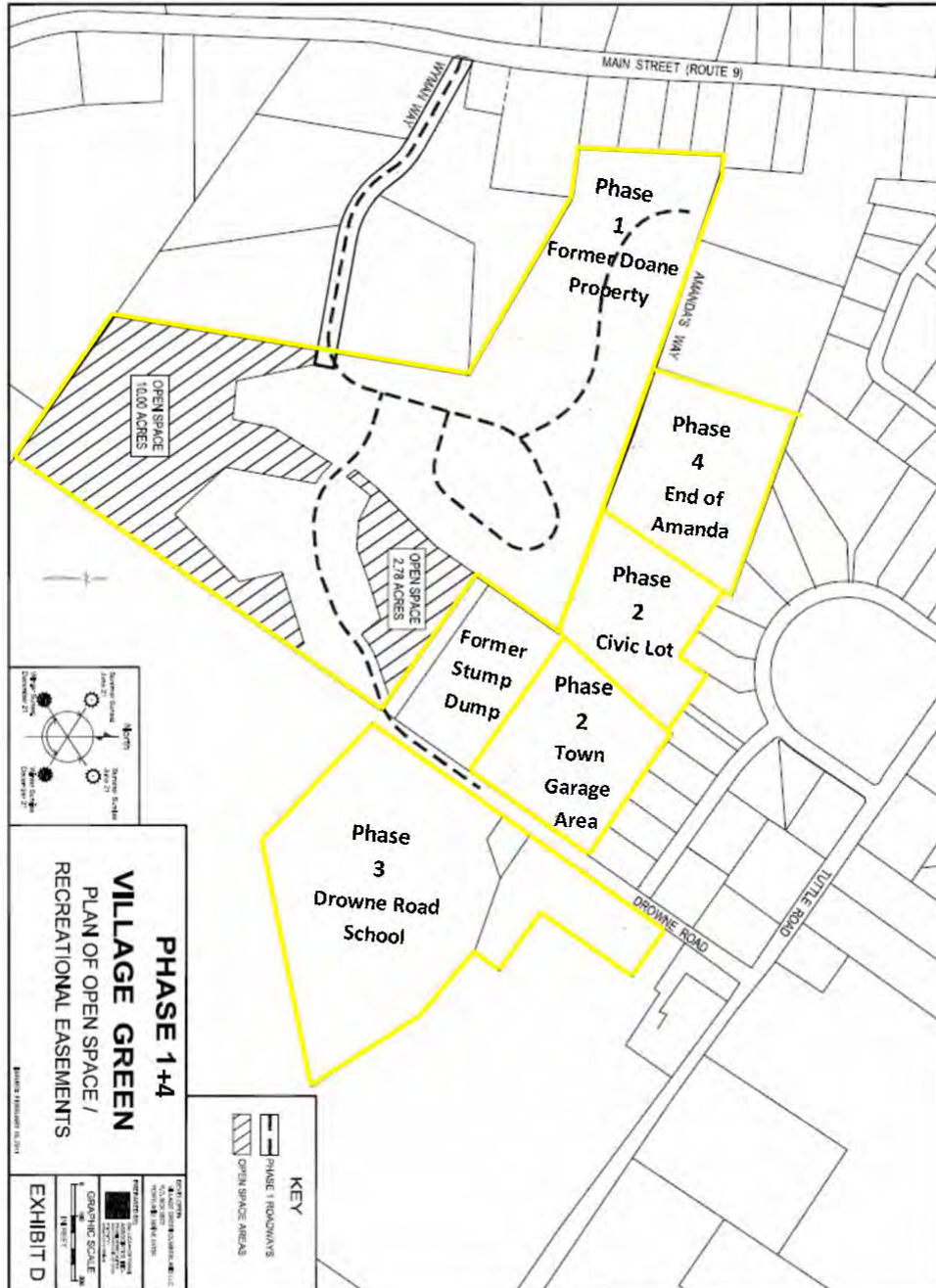
F) The following design standards shall apply to the Contract Zone (Phase I and Phase 4 of the VGRMP) as follows:

1. The portion of public roadway along the existing Wyman Way right-of-way shall conform to the existing right-of-way dimensions and geometry, which shall include the ability of the roadway not to be centered within the existing right-of-way.
2. The drainage system for public and private roadways shall consist of closed drainage to the extent practicable; however, shallow under-drained swales may be used alongside roadways where no sidewalk is proposed. Where sidewalks are proposed, they shall be constructed with curb and access to the closed drain system through catch basin inlets, for example.
3. Parking and garage doors facing towards the public right-of-way are permissible provided the garages are architecturally designed to not be the principal element of the structure. Parking and garage doors facing towards private roads and private drives are permissible.
4. No minimum wooded buffer strip is required to be maintained along existing public streets as referenced in Section 7.9 of the Subdivision Ordinance.
5. Curbing at roadways to be either bituminous or slip form concrete.
6. A minimum 50' buffer shall be maintained along the exterior of the VGRMP parcel (excluding Wyman Way right-of-way and the Phase 4 Property) and abutting residential development. The 50' buffer shall not be required to adjacent land owned by the Town.

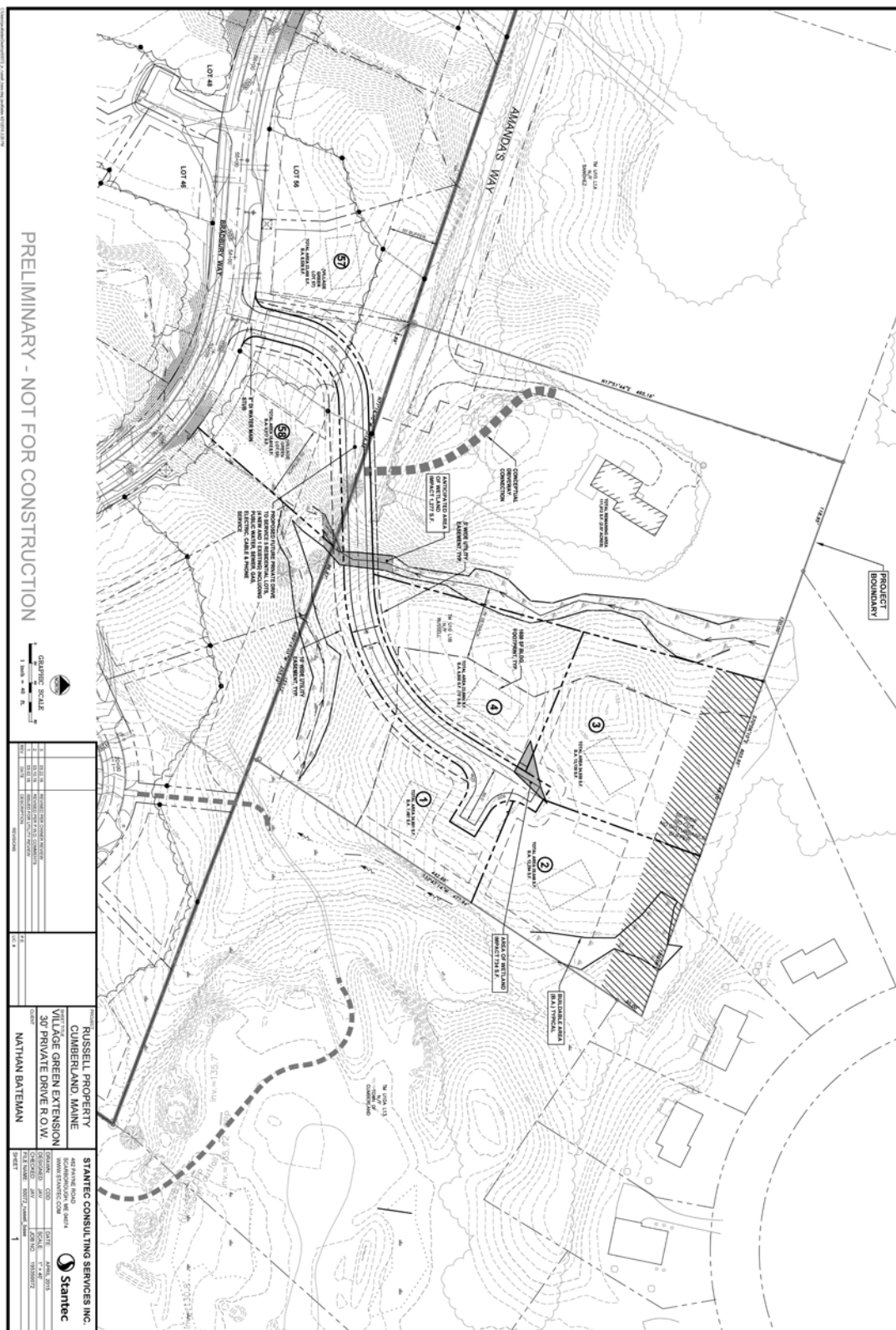
7. For the residential lots proposed to be built on the Phase 4 Property (Lots 2, 3, 4 and 5 as shown on Exhibit E) the following buffers shall be maintained:
  - a. A 75 foot wide buffer between the project boundary line that abuts the Cumberland Common residential lots and the proposed new residential Lots 3 and 4 as shown on Exhibit E. Of the 75 foot wide buffer, 50 feet shall remain natural and undisturbed, and 25 feet shall be vegetated.
  - b. A 40 foot wide setback along the boundary line of the Phase 4 Property that abuts the Town Civic Lot, behind proposed residential Lots 2 and 3, as shown on Exhibit E.
8. Upon completion of construction providing access to Phase 4 via Bradbury Way as shown on Exhibit E, no access to the VGRMP Property, including, but not limited to, the Phase 1 and Phase 4 Property, shall be permitted from Amanda's Way. Current access from Amanda's Way shall be discontinued and landscaping shall be installed along the Phase 4 property boundary to prevent future access to and from Amanda's Way. The Developer shall add proposed landscaping features to the subdivision plan and submit to the Planning Board for review and approval.



## EXHIBIT D



## 16



## EXHIBIT F

### CHAPTER 4

## RESIDENTIAL ENERGY EFFICIENCY

### SECTION 401 GENERAL

**401.1 Scope.** This chapter applies to residential buildings.

**401.2 Compliance.** Projects shall comply with Sections 401, 402.4, 402.5, and 403.1, 403.2.2, 403.2.3, and 403.3 through 403.9 (referred to as the mandatory provisions) and either:

1. Sections 402.1 through 402.3, 403.2.1 and 404.1 (prescriptive); or
2. Section 405 (performance).

**401.3 Certificate.** A permanent certificate shall be posted on or in the electrical distribution panel. The certificate shall not cover or obstruct the visibility of the circuit directory label, service disconnect label or other required labels. The certificate shall be completed by the builder or registered design professional. The certificate shall list the predominant *R*-values of insulation installed in or on ceiling/roof, walls, foundation (slab, basement wall, crawlspace wall and/or floor) and ducts outside conditioned spaces; *U*-factors for fenestration and the solar heat gain coefficient (SHGC) of fenestration. Where there is more than one value for each component, the certificate shall list the value covering the largest area. The certificate shall list the types and efficien-

cies of heating, cooling and service water heating equipment. Where a gas-fired unvented room heater, electric furnace, or baseboard electric heater is installed in the residence, the certificate shall list "gas-fired unvented room heater," "electric furnace" or "baseboard electric heater," as appropriate. An efficiency shall not be listed for gas-fired unvented room heaters, electric furnaces or electric baseboard heaters.

### SECTION 402 BUILDING THERMAL ENVELOPE

**402.1 General (Prescriptive).**

**402.1.1 Insulation and fenestration criteria.** The building thermal envelope shall meet the requirements of Table 402.1.1 based on the climate zone specified in Chapter 3.

**402.1.2 *R*-value computation.** Insulation material used in layers, such as framing cavity insulation and insulating sheathing, shall be summed to compute the component *R*-value. The manufacturer's settled *R*-value shall be used for blown insulation. Computed *R*-values shall not include an *R*-value for other building materials or air films.

TABLE 402.1.1  
INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT\*

CLIMATE ZONE	FENESTRATION U-FACTOR <sup>b</sup>	SKYLIGHT <sup>b</sup> U-FACTOR	GLAZED FENESTRATION SHGC <sup>b, c</sup>	CEILING R-VALUE	WOOD FRAME WALL R-VALUE	MASS WALL R-VALUE <sup>i</sup>	FLOOR R-VALUE	BASEMENT <sup>e</sup> WALL R-VALUE	SLAB <sup>d</sup> R-VALUE & DEPTH	CRAWL SPACE <sup>e</sup> WALL R-VALUE
1	1.2	0.75	0.30	30	13	3/4	13	0	0	0
2	0.65 <sup>j</sup>	0.75	0.30	30	13	4/6	13	0	0	0
3	0.50 <sup>j</sup>	0.65	0.30	30	13	5/8	19	5/13 <sup>f</sup>	0	5/13
4 except Marine	0.35	0.60	NR	38	13	5/10	19	10/13	10, 2 ft	10/13
5 and Marine 4	0.35	0.60	NR	38	20 or 13+5 <sup>h</sup>	13/17	30 <sup>g</sup>	10/13	10, 2 ft	10/13
6	0.35	0.60	NR	49	20 or 13+5 <sup>h</sup>	15/19	30 <sup>g</sup>	15/19	10, 4 ft	10/13
7 and 8	0.35	0.60	NR	49	21	19/21	38 <sup>g</sup>	15/19	10, 4 ft	10/13

For SI: 1 foot = 304.8 mm.

- a. *R*-values are minimums. *U*-factors and SHGC are maximums. R-19 batts compressed into a nominal 2 × 6 framing cavity such that the *R*-value is reduced by R-1 or more shall be marked with the compressed batt *R*-value in addition to the full thickness *R*-value.
- b. The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
- c. "15/19" means R-15 continuous insulated sheathing on the interior or exterior of the home or R-19 cavity insulation at the interior of the basement wall. "15/19" shall be permitted to be met with R-13 cavity insulation on the interior of the basement wall plus R-5 continuous insulated sheathing on the interior or exterior of the home. "10/13" means R-10 continuous insulated sheathing on the interior or exterior of the home or R-13 cavity insulation at the interior of the basement wall.
- d. R-5 shall be added to the required slab edge *R*-values for heated slabs. Insulation depth shall be the depth of the footing or 2 feet, whichever is less in Zones 1 through 3 for heated slabs.
- e. There are no SHGC requirements in the Marine Zone.
- f. Basement wall insulation is not required in warm-humid locations as defined by Figure 301.1 and Table 301.1.
- g. Or insulation sufficient to fill the framing cavity, R-19 minimum.
- h. "13+5" means R-13 cavity insulation plus R-5 insulated sheathing. If structural sheathing covers 25 percent or less of the exterior, insulating sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25 percent of exterior, structural sheathing shall be supplemented with insulated sheathing of at least R-2.
- i. The second *R*-value applies when more than half the insulation is on the interior of the mass wall.
- j. For impact rated fenestration complying with Section R301.2.1.2 of the *International Residential Code* or Section 1608.1.2 of the *International Building Code*, the maximum *U*-factor shall be 0.75 in Zone 2 and 0.65 in Zone 3.

TABLE 402.1.3  
EQUIVALENT U-FACTORS<sup>a</sup>

CLIMATE ZONE	FENESTRATION U-FACTOR	SKYLIGHT U-FACTOR	CEILING U-FACTOR	FRAME WALL U-FACTOR	MASS WALL U-FACTOR <sup>b</sup>	FLOOR U-FACTOR	BASEMENT WALL U-FACTOR	CRAWL SPACE WALL U-FACTOR <sup>c</sup>
1	1.20	0.75	0.035	0.082	0.197	0.064	0.360	0.477
2	0.65	0.75	0.035	0.082	0.165	0.064	0.360	0.477
3	0.50	0.65	0.035	0.082	0.141	0.047	0.091 <sup>c</sup>	0.136
4 except Marine	0.35	0.60	0.030	0.082	0.141	0.047	0.059	0.065
5 and Marine 4	0.35	0.60	0.030	0.057	0.082	0.033	0.059	0.065
6	0.35	0.60	0.026	0.057	0.060	0.033	0.050	0.065
7 and 8	0.35	0.60	0.026	0.057	0.057	0.028	0.050	0.065

a. Nonfenestration U-factors shall be obtained from measurement, calculation or an approved source.

b. When more than half the insulation is on the interior, the mass wall U-factors shall be a maximum of 0.17 in Zone 1, 0.14 in Zone 2, 0.12 in Zone 3, 0.10 in Zone 4 except Marine, and the same as the frame wall U-factor in Marine Zone 4 and Zones 5 through 8.

c. Basement wall U-factor of 0.360 in warm-humid locations as defined by Figure 301.1 and Table 301.1.

**402.1.3 U-factor alternative.** An assembly with a U-factor equal to or less than that specified in Table 402.1.3 shall be permitted as an alternative to the R-value in Table 402.1.1.

**402.1.4 Total UA alternative.** If the total building thermal envelope UA (sum of U-factor times assembly area) is less than or equal to the total UA resulting from using the U-factors in Table 402.1.3 (multiplied by the same assembly area as in the proposed building), the building shall be considered in compliance with Table 402.1.1. The UA calculation shall be done using a method consistent with the ASHRAE *Handbook of Fundamentals* and shall include the thermal bridging effects of framing materials. The SHGC requirements shall be met in addition to UA compliance.

#### 402.2 Specific insulation requirements (Prescriptive).

**402.2.1 Ceilings with attic spaces.** When Section 402.1.1 would require R-38 in the ceiling, R-30 shall be deemed to satisfy the requirement for R-38 wherever the full height of uncompressed R-30 insulation extends over the wall top plate at the eaves. Similarly, R-38 shall be deemed to satisfy the requirement for R-49 wherever the full height of uncompressed R-38 insulation extends over the wall top plate at the eaves. This reduction shall not apply to the U-factor alternative approach in Section 402.1.3 and the total UA alternative in Section 402.1.4.

**402.2.2 Ceilings without attic spaces.** Where Section 402.1.1 would require insulation levels above R-30 and the design of the roof/ceiling assembly does not allow sufficient space for the required insulation, the minimum required insulation for such roof/ceiling assemblies shall be R-30. This reduction of insulation from the requirements of Sec-

tion 402.1.1 shall be limited to 500 square feet (46 m<sup>2</sup>) or 20 percent of the total insulated ceiling area, whichever is less. This reduction shall not apply to the U-factor alternative approach in Section 402.1.3 and the total UA alternative in Section 402.1.4.

**402.2.3 Access hatches and doors.** Access doors from conditioned spaces to unconditioned spaces (e.g., attics and crawl spaces) shall be weatherstripped and insulated to a level equivalent to the insulation on the surrounding surfaces. Access shall be provided to all equipment that prevents damaging or compressing the insulation. A wood framed or equivalent baffle or retainer is required to be provided when loose fill insulation is installed, the purpose of which is to prevent the loose fill insulation from spilling into the living space when the attic access is opened, and to provide a permanent means of maintaining the installed R-value of the loose fill insulation.

**402.2.4 Mass walls.** Mass walls for the purposes of this chapter shall be considered above-grade walls of concrete block, concrete, insulated concrete form (ICF), masonry cavity, brick (other than brick veneer), earth (adobe, compressed earth block, rammed earth) and solid timber/logs.

**402.2.5 Steel-frame ceilings, walls, and floors.** Steel-frame ceilings, walls and floors shall meet the insulation requirements of Table 402.2.5 or shall meet the U-factor requirements in Table 402.1.3. The calculation of the U-factor for a steel-frame envelope assembly shall use a series-parallel path calculation method.

**Exception:** In Climate Zones 1 and 2, the continuous insulation requirements in Table 402.2.5 shall be permitted to be reduced to R-3 for steel frame wall assemblies with studs spaced at 24 inches (610 mm) on center.



TABLE 402.2.5  
STEEL-FRAME CEILING, WALL AND FLOOR INSULATION  
(R-VALUE)

WOOD FRAME R-VALUE REQUIREMENT	COLD-FORMED STEEL EQUIVALENT R-VALUE <sup>a</sup>
<b>Steel Truss Ceilings<sup>b</sup></b>	
R-30	R-38 or R-30 + 3 or R-26 + 5
R-38	R-49 or R-38 + 3
R-49	R-38 + 5
<b>Steel Joist Ceilings<sup>b</sup></b>	
R-30	R-38 in 2 × 4 or 2 × 6 or 2 × 8 R-49 in any framing
R-38	R-49 in 2 × 4 or 2 × 6 or 2 × 8 or 2 × 10
<b>Steel-Framed Wall</b>	
R-13	R-13 + 5 or R-15 + 4 or R-21 + 3 or R-0 + 10
R-19	R-13 + 9 or R-19 + 8 or R-25 + 7
R-21	R-13 + 10 or R-19 + 9 or R-25 + 8
<b>Steel Joist Floor</b>	
R-13	R-19 in 2 × 6 R-19 + 6 in 2 × 8 or 2 × 10
R-19	R-19 + 6 in 2 × 6 R-19 + 12 in 2 × 8 or 2 × 10

a. Cavity insulation R-value is listed first, followed by continuous insulation R-value.

b. Insulation exceeding the height of the framing shall cover the framing.

**402.2.6 Floors.** Floor insulation shall be installed to maintain permanent contact with the underside of the subfloor decking.

**402.2.7 Basement walls.** Walls associated with conditioned basements shall be insulated from the top of the *basement wall* down to 10 feet (3048 mm) below grade or to the basement floor, whichever is less. Walls associated with unconditioned basements shall meet this requirement unless the floor overhead is insulated in accordance with Sections 402.1.1 and 402.2.6.

**402.2.8 Slab-on-grade floors.** Slab-on-grade floors with a floor surface less than 12 inches (305 mm) below grade shall be insulated in accordance with Table 402.1.1. The insulation shall extend downward from the top of the slab on the outside or inside of the foundation wall. Insulation located below grade shall be extended the distance provided in Table 402.1.1 by any combination of vertical insulation, insulation extending under the slab or insulation extending out from the building. Insulation extending away from the building shall be protected by pavement or by a minimum of 10 inches (254 mm) of soil. The top edge of the insulation installed between the *exterior wall* and the edge of the interior slab shall be permitted to be cut at a 45-degree (0.79 rad) angle away from the *exterior wall*. Slab-edge insulation is not required in jurisdictions designated by the *code official* as having a very heavy termite infestation.

**402.2.9 Crawl space walls.** As an alternative to insulating floors over crawl spaces, crawl space walls shall be permitted to be insulated when the crawl space is not vented to the outside. Crawl space wall insulation shall be permanently fastened to the wall and extend downward from the floor to the finished grade level and then vertically and/or horizon-

tally for at least an additional 24 inches (610 mm). Exposed earth in unvented crawl space foundations shall be covered with a continuous Class I vapor retarder in accordance with the *International Building Code*. All joints of the vapor retarder shall overlap by 6 inches (153 mm) and be sealed or taped. The edges of the vapor retarder shall extend at least 6 inches (153 mm) up the stem wall and shall be attached to the stem wall.

**402.2.10 Masonry veneer.** Insulation shall not be required on the horizontal portion of the foundation that supports a masonry veneer.

**402.2.11 Thermally isolated sunroom insulation.** The minimum ceiling insulation R-values shall be R-19 in Zones 1 through 4 and R-24 in Zones 5 through 8. The minimum wall R-value shall be R-13 in all zones. New wall(s) separating a sunroom from *conditioned space* shall meet the *building thermal envelope* requirements.

#### 402.3 Fenestration. (Prescriptive).

**402.3.1 U-factor.** An area-weighted average of fenestration products shall be permitted to satisfy the U-factor requirements.

**402.3.2 Glazed fenestration SHGC.** An area-weighted average of fenestration products more than 50 percent glazed shall be permitted to satisfy the SHGC requirements.

**402.3.3 Glazed fenestration exemption.** Up to 15 square feet (1.4 m<sup>2</sup>) of glazed fenestration per dwelling unit shall be permitted to be exempt from U-factor and SHGC requirements in Section 402.1.1. This exemption shall not apply to the U-factor alternative approach in Section 402.1.3 and the Total UA alternative in Section 402.1.4.

**402.3.4 Opaque door exemption.** One side-hinged opaque door assembly up to 24 square feet (2.22 m<sup>2</sup>) in area is exempted from the U-factor requirement in Section 402.1.1. This exemption shall not apply to the U-factor alternative approach in Section 402.1.3 and the total UA alternative in Section 402.1.4.

**402.3.5 Thermally isolated sunroom U-factor.** For Zones 4 through 8, the maximum fenestration U-factor shall be 0.50 and the maximum skylight U-factor shall be 0.75. New windows and doors separating the sunroom from *conditioned space* shall meet the *building thermal envelope* requirements.

**402.3.6 Replacement fenestration.** Where some or all of an existing fenestration unit is replaced with a new fenestration product, including sash and glazing, the replacement fenestration unit shall meet the applicable requirements for U-factor and SHGC in Table 402.1.1.

#### 402.4 Air leakage (Mandatory).

**402.4.1 Building thermal envelope.** The *building thermal envelope* shall be durably sealed to limit infiltration. The sealing methods between dissimilar materials shall allow for differential expansion and contraction. The following shall be caulked, gasketed, weatherstripped or otherwise sealed with an air barrier material, suitable film or solid material:

1. All joints, seams and penetrations.

2. Site-built windows, doors and skylights.
3. Openings between window and door assemblies and their respective jambs and framing.
4. Utility penetrations.
5. Dropped ceilings or chases adjacent to the thermal envelope.
6. Knee walls.
7. Walls and ceilings separating a garage from conditioned spaces.
8. Behind tubs and showers on exterior walls.
9. Common walls between dwelling units.
10. Attic access openings.
11. Rim joist junction.
12. Other sources of infiltration.

**402.4.2 Air sealing and insulation.** Building envelope air tightness and insulation installation shall be demonstrated to comply with one of the following options given by Section 402.4.2.1 or 402.4.2.2:

**402.4.2.1 Testing option.** Building envelope tightness and insulation installation shall be considered acceptable when tested air leakage is less than seven air changes per hour (ACH) when tested with a blower door at a pressure of 50 pascals (1 psf). Testing shall occur after rough in and after installation of penetrations of the building envelope, including penetrations for utilities, plumbing, electrical, ventilation and combustion appliances.

During testing:

1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed;
2. Dampers shall be closed, but not sealed, including exhaust, intake, makeup air, backdraft and flue dampers;
3. Interior doors shall be open;
4. Exterior openings for continuous ventilation systems and heat recovery ventilators shall be closed and sealed;
5. Heating and cooling system(s) shall be turned off;
6. HVAC ducts shall not be sealed; and
7. Supply and return registers shall not be sealed.

**402.4.2.2 Visual inspection option.** Building envelope tightness and insulation installation shall be considered acceptable when the items listed in Table 402.4.2, applicable to the method of construction, are field verified. Where required by the *code official*, an *approved* party independent from the installer of the insulation shall inspect the air barrier and insulation.

**402.4.3 Fireplaces.** New wood-burning fireplaces shall have gasketed doors and outdoor combustion air.

**402.4.4 Fenestration air leakage.** Windows, skylights and sliding glass doors shall have an air infiltration rate of no

more than 0.3 cfm per square foot ( $1.5 \text{ L/s/m}^2$ ), and swinging doors no more than 0.5 cfm per square foot ( $2.6 \text{ L/s/m}^2$ ), when tested according to NFRC 400 or AAMA/WDMA/CSA 101/I.S.2/A440 by an accredited, independent laboratory and *listed* and *labeled* by the manufacturer.

**Exceptions:** Site-built windows, skylights and doors.

**402.4.5 Recessed lighting.** Recessed luminaires installed in the *building thermal envelope* shall be sealed to limit air leakage between conditioned and unconditioned spaces. All recessed luminaires shall be IC-rated and *labeled* as meeting ASTM E 283 when tested at 1.57 psf (75 Pa) pressure differential with no more than 2.0 cfm ( $0.944 \text{ L/s}$ ) of air movement from the *conditioned space* to the ceiling cavity. All recessed luminaires shall be sealed with a gasket or caulk between the housing and the interior wall or ceiling covering.

**402.5 Maximum fenestration U-factor and SHGC (Mandatory).** The area-weighted average maximum fenestration U-factor permitted using trade-offs from Section 402.1.4 or 405 shall be 0.48 in Zones 4 and 5 and 0.40 in Zones 6 through 8 for vertical fenestration, and 0.75 in Zones 4 through 8 for skylights. The area-weighted average maximum fenestration SHGC permitted using trade-offs from Section 405 in Zones 1 through 3 shall be 0.50.

## SECTION 403 SYSTEMS

**403.1 Controls (Mandatory).** At least one thermostat shall be provided for each separate heating and cooling system.

**403.1.1 Programmable thermostat.** Where the primary heating system is a forced-air furnace, at least one thermostat per dwelling unit shall be capable of controlling the heating and cooling system on a daily schedule to maintain different temperature set points at different times of the day. This thermostat shall include the capability to set back or temporarily operate the system to maintain zone temperatures down to 55°F (13°C) or up to 85°F (29°C). The thermostat shall initially be programmed with a heating temperature set point no higher than 70°F (21°C) and a cooling temperature set point no lower than 78°F (26°C).

**403.1.2 Heat pump supplementary heat (Mandatory).** Heat pumps having supplementary electric-resistance heat shall have controls that, except during defrost, prevent supplemental heat operation when the heat pump compressor can meet the heating load.

### 403.2 Ducts.

**403.2.1 Insulation (Prescriptive).** Supply ducts in attics shall be insulated to a minimum of R-8. All other ducts shall be insulated to a minimum of R-6.

**Exception:** Ducts or portions thereof located completely inside the *building thermal envelope*.

**403.2.2 Sealing (Mandatory).** All ducts, air handlers, filter boxes and building cavities used as ducts shall be sealed.

Joints and seams shall comply with Section M1601.4.1 of the *International Residential Code*.

Duct tightness shall be verified by either of the following:

1. Postconstruction test: Leakage to outdoors shall be less than or equal to 8 cfm (226.5 L/min) per 100 ft<sup>2</sup> (9.29 m<sup>2</sup>) of *conditioned floor area* or a total leakage less than or equal to 12 cfm (12 L/min) per 100 ft<sup>2</sup> (9.29 m<sup>2</sup>) of *conditioned floor area* when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the entire system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test.

2. Rough-In test: Total leakage shall be less than or equal to 6 cfm (169.9 L/min) per 100 ft<sup>2</sup> (9.29 m<sup>2</sup>) of *conditioned floor area* when tested at a pressure differential of 0.1 inches w.g. (25 Pa) across the roughed in system, including the manufacturer's air handler enclosure. All register boots shall be taped or otherwise sealed during the test. If the air handler is not installed at the time of the test, total leakage shall be less than or equal to 4 cfm (113.3 L/min) per 100 ft<sup>2</sup> (9.29 m<sup>2</sup>) of *conditioned floor area*.

**Exceptions:** Duct tightness test is not required if the air handler and all ducts are located within *conditioned space*.

TABLE 402.4.2  
AIR BARRIER AND INSULATION INSPECTION COMPONENT CRITERIA

COMPONENT	CRITERIA
Air barrier and thermal barrier	Exterior thermal envelope insulation for framed walls is installed in substantial contact and continuous alignment with building envelope air barrier. Breaks or joints in the air barrier are filled or repaired. Air-permeable insulation is not used as a sealing material. Air-permeable insulation is inside of an air barrier.
Ceiling/attic	Air barrier in any dropped ceiling/soffit is substantially aligned with insulation and any gaps are sealed. Attic access (except unvented attic), knee wall door, or drop down stair is sealed.
Walls	Corners and headers are insulated. Junction of foundation and sill plate is sealed.
Windows and doors	Space between window/door jams and framing is sealed.
Rim joists	Rim joists are insulated and include an air barrier.
Floors (including above-garage and cantilevered floors)	Insulation is installed to maintain permanent contact with underside of subfloor decking. Air barrier is installed at any exposed edge of insulation.
Crawl space walls	Insulation is permanently attached to walls. Exposed earth in unvented crawl spaces is covered with Class I vapor retarder with overlapping joints taped.
Shafts, penetrations	Duct shafts, utility penetrations, knee walls and flue shafts opening to exterior or unconditioned space are sealed.
Narrow cavities	Batts in narrow cavities are cut to fit, or narrow cavities are filled by sprayed/blown insulation.
Garage separation	Air sealing is provided between the garage and conditioned spaces.
Recessed lighting	Recessed light fixtures are air tight, IC rated, and sealed to drywall. Exception—fixtures in conditioned space.
Plumbing and wiring	Insulation is placed between outside and pipes. Batt insulation is cut to fit around wiring and plumbing, or sprayed/blown insulation extends behind piping and wiring.
Shower/tub on exterior wall	Showers and tubs on exterior walls have insulation and an air barrier separating them from the exterior wall.
Electrical/phone box on exterior walls	Air barrier extends behind boxes or air sealed-type boxes are installed.
Common wall	Air barrier is installed in common wall between dwelling units.
HVAC register boots	HVAC register boots that penetrate building envelope are sealed to subfloor or drywall.
Fireplace	Fireplace walls include an air barrier.

**403.2.3 Building cavities (Mandatory).** Building framing cavities shall not be used as supply ducts.

**403.3 Mechanical system piping insulation (Mandatory).** Mechanical system piping capable of carrying fluids above 105°F (41°C) or below 55°F (13°C) shall be insulated to a minimum of R-3.

**403.4 Circulating hot water systems (Mandatory).** All circulating service hot water piping shall be insulated to at least R-2. Circulating hot water systems shall include an automatic or readily *accessible* manual switch that can turn off the hot-water circulating pump when the system is not in use.

**403.5 Mechanical ventilation (Mandatory).** Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the ventilation system is not operating.

**403.6 Equipment sizing (Mandatory).** Heating and cooling equipment shall be sized in accordance with Section M1401.3 of the *International Residential Code*.

**403.7 Systems serving multiple dwelling units (Mandatory).** Systems serving multiple dwelling units shall comply with Sections 503 and 504 in lieu of Section 403.

**403.8 Snow melt system controls (Mandatory).** Snow- and ice-melting systems, supplied through energy service to the building, shall include automatic controls capable of shutting off the system when the pavement temperature is above 50°F, and no precipitation is falling and an automatic or manual control that will allow shutoff when the outdoor temperature is above 40°F.

**403.9 Pools (Mandatory).** Pools shall be provided with energy-conserving measures in accordance with Sections 403.9.1 through 403.9.3.

**403.9.1 Pool heaters.** All pool heaters shall be equipped with a readily *accessible* on-off switch to allow shutting off the heater without adjusting the thermostat setting. Pool heaters fired by natural gas or LPG shall not have continuously burning pilot lights.

**403.9.2 Time switches.** Time switches that can automatically turn off and on heaters and pumps according to a preset schedule shall be installed on swimming pool heaters and pumps.

**Exceptions:**

1. Where public health standards require 24-hour pump operation.
2. Where pumps are required to operate solar- and waste-heat-recovery pool heating systems.

**403.9.3 Pool covers.** Heated pools shall be equipped with a vapor-retardant pool cover on or at the water surface. Pools heated to more than 90°F (32°C) shall have a pool cover with a minimum insulation value of R-12.

**Exception:** Pools deriving over 60 percent of the energy for heating from site-recovered energy or solar energy source.

## SECTION 404 ELECTRICAL POWER AND LIGHTING SYSTEMS

**404.1 Lighting equipment.** A minimum of 50 percent of the lamps in permanently installed lighting fixtures shall be high-efficacy lamps.

## SECTION 405 SIMULATED PERFORMANCE ALTERNATIVE (Performance)

**405.1 Scope.** This section establishes criteria for compliance using simulated energy performance analysis. Such analysis shall include heating, cooling, and service water heating energy only.

**405.2 Mandatory requirements.** Compliance with this section requires that the mandatory provisions identified in Section 401.2 be met. All supply and return ducts not completely inside the *building thermal envelope* shall be insulated to a minimum of R-6.

**405.3 Performance-based compliance.** Compliance based on simulated energy performance requires that a proposed residence (*proposed design*) be shown to have an annual energy cost that is less than or equal to the annual energy cost of the *standard reference design*. Energy prices shall be taken from a source *approved* by the *code official*, such as the Department of Energy, Energy Information Administration's *State Energy Price and Expenditure Report*. *Code officials* shall be permitted to require time-of-use pricing in energy cost calculations.

**Exception:** The energy use based on source energy expressed in Btu or Btu per square foot of *conditioned floor area* shall be permitted to be substituted for the energy cost. The source energy multiplier for electricity shall be 3.16. The source energy multiplier for fuels other than electricity shall be 1.1.

### 405.4 Documentation.

**405.4.1 Compliance software tools.** Documentation verifying that the methods and accuracy of the compliance software tools conform to the provisions of this section shall be provided to the *code official*.

**405.4.2 Compliance report.** Compliance software tools shall generate a report that documents that the *proposed design* complies with Section 405.3. The compliance documentation shall include the following information:

1. Address or other identification of the residence;
2. An inspection checklist documenting the building component characteristics of the *proposed design* as listed in Table 405.5.2(1). The inspection checklist shall show results for both the *standard reference design* and the *proposed design*, and shall document all inputs entered by the user necessary to reproduce the results;
3. Name of individual completing the compliance report; and



4. Name and version of the compliance software tool.

**Exception:** Multiple orientations. When an otherwise identical building model is offered in multiple orientations, compliance for any orientation shall be permitted by documenting that the building meets the performance requirements in each of the four cardinal (north, east, south and west) orientations.

**405.4.3 Additional documentation.** The *code official* shall be permitted to require the following documents:

1. Documentation of the building component characteristics of the *standard reference design*.
2. A certification signed by the builder providing the building component characteristics of the *proposed design* as given in Table 405.5.2(1).
3. Documentation of the actual values used in the software calculations for the *proposed design*.

#### 405.5 Calculation procedure.

**405.5.1 General.** Except as specified by this section, the *standard reference design* and *proposed design* shall be configured and analyzed using identical methods and techniques.

**405.5.2 Residence specifications.** The *standard reference design* and *proposed design* shall be configured and analyzed as specified by Table 405.5.2(1). Table 405.5.2(1) shall include by reference all notes contained in Table 402.1.1.

#### 405.6 Calculation software tools.

**405.6.1 Minimum capabilities.** Calculation procedures used to comply with this section shall be software tools capable of calculating the annual energy consumption of all building elements that differ between the *standard reference design* and the *proposed design* and shall include the following capabilities:

1. Computer generation of the *standard reference design* using only the input for the *proposed design*. The calculation procedure shall not allow the user to directly modify the building component characteristics of the *standard reference design*.
2. Calculation of whole-building (as a single zone) sizing for the heating and cooling equipment in the *standard reference design* residence in accordance with Section M1401.3 of the *International Residential Code*.
3. Calculations that account for the effects of indoor and outdoor temperatures and part-load ratios on the performance of heating, ventilating and air-conditioning equipment based on climate and equipment sizing.
4. Printed *code official* inspection checklist listing each of the *proposed design* component characteristics from Table 405.5.2(1) determined by the analysis to provide compliance, along with their respective performance ratings (e.g., *R*-value, *U*-factor, SHGC, HSPF, AFUE, SEER, EF, etc.).

**405.6.2 Specific approval.** Performance analysis tools meeting the applicable sections of Section 405 shall be permitted to be *approved*. Tools are permitted to be *approved* based on meeting a specified threshold for a jurisdiction. The *code official* shall be permitted to approve tools for a specified application or limited scope.

**405.6.3 Input values.** When calculations require input values not specified by Sections 402, 403, 404 and 405, those input values shall be taken from an *approved* source.

## RESIDENTIAL ENERGY EFFICIENCY

**TABLE 405.5.2(1)**  
**SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS**

BUILDING COMPONENT	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Above-grade walls	Type: mass wall if proposed wall is mass; otherwise wood frame. Gross area: same as proposed U-factor: from Table 402.1.3 Solar absorptance = 0.75 Emittance = 0.90	As proposed As proposed As proposed As proposed As proposed
Basement and crawl space walls	Type: same as proposed Gross area: same as proposed U-factor: from Table 402.1.3, with insulation layer on interior side of walls.	As proposed As proposed As proposed
Above-grade floors	Type: wood frame Gross area: same as proposed U-factor: from Table 402.1.3	As proposed As proposed As proposed
Ceilings	Type: wood frame Gross area: same as proposed U-factor: from Table 402.1.3	As proposed As proposed As proposed
Roofs	Type: composition shingle on wood sheathing Gross area: same as proposed Solar absorptance = 0.75 Emittance = 0.90	As proposed As proposed As proposed As proposed
Attics	Type: vented with aperture = 1 ft <sup>2</sup> per 300 ft <sup>2</sup> ceiling area	As proposed
Foundations	Type: same as proposed foundation wall area above and below grade and soil characteristics: same as proposed.	As proposed As proposed
Doors	Area: 40 ft <sup>2</sup> Orientation: North U-factor: same as fenestration from Table 402.1.3.	As proposed As proposed As proposed
Glazing <sup>a</sup>	Total area <sup>b</sup> = (a) The proposed glazing area; where proposed glazing area is less than 15% of the conditioned floor area. (b) 15% of the conditioned floor area; where the proposed glazing area is 15% or more of the conditioned floor area. Orientation: equally distributed to four cardinal compass orientations (N, E, S & W). U-factor: from Table 402.1.3 SHGC: From Table 402.1.1 except that for climates with no requirement (NR) SHGC = 0.40 shall be used. Interior shade fraction: Summer (all hours when cooling is required) = 0.70 Winter (all hours when heating is required) = 0.85 <sup>c</sup> External shading: none	As proposed   As proposed As proposed Same as standard reference design  As proposed
Skylights	None	As proposed
Thermally isolated sunrooms	None	As proposed

(continued)

TABLE 405.5.2(1)—continued  
SPECIFICATIONS FOR THE STANDARD REFERENCE AND PROPOSED DESIGNS

BUILDING COMPONENT	STANDARD REFERENCE DESIGN	PROPOSED DESIGN
Air exchange rate	Specific leakage area (SLA)* = 0.00036 assuming no energy recovery	For residences that are not tested, the same as the standard reference design. For residences without mechanical ventilation that are tested in accordance with ASHRAE 119, Section 5.1, the measured air exchange rate <sup>f</sup> but not less than 0.35 ACH For residences with mechanical ventilation that are tested in accordance with ASHRAE 119, Section 5.1, the measured air exchange rate <sup>g</sup> combined with the mechanical ventilation rate, $f$ which shall not be less than $0.01 \times CFA + 7.5 \times (N_{br} + 1)$ where: $CFA$ = conditioned floor area $N_{br}$ = number of bedrooms
Mechanical ventilation	None, except where mechanical ventilation is specified by the proposed design, in which case: Annual vent fan energy use: $kWh/yr = 0.03942 \times CFA + 29.565 \times (N_{br} + 1)$ where: $CFA$ = conditioned floor area $N_{br}$ = number of bedrooms	As proposed
Internal gains	$IGain = 17,900 + 23.8 \times CFA + 4104 \times N_{br}$ (Btu/day per dwelling unit)	Same as standard reference design
Internal mass	An internal mass for furniture and contents of 8 pounds per square foot of floor area.	Same as standard reference design, plus any additional mass specifically designed as a thermal storage element <sup>g</sup> but not integral to the building envelope or structure
Structural mass	For masonry floor slabs, 80% of floor area covered by R-2 carpet and pad, and 20% of floor directly exposed to room air. For masonry basement walls, as proposed, but with insulation required by Table 402.1.3 located on the interior side of the walls For other walls, for ceilings, floors, and interior walls, wood frame construction	As proposed  As proposed  As proposed
Heating systems <sup>h</sup>	As proposed Capacity: sized in accordance with Section M1401.3 of the <i>International Residential Code</i>	As proposed
Cooling systems <sup>h,j</sup>	As proposed Capacity: sized in accordance with Section M1401.3 of the <i>International Residential Code</i>	As proposed
Service H <sub>2</sub> O heating <sup>h,k,l</sup>	As proposed Use: same as proposed design	As proposed $gal/day = 30 + (10 \times N_{br})$
Thermal distribution systems	A thermal distribution system efficiency (DSE) of 0.88 shall be applied to both the heating and cooling system efficiencies for all systems other than tested duct systems. Duct insulation: From Section 403.2.1. For tested duct systems, the leakage rate shall be the applicable maximum rate from Section 403.2.2.	As tested or as specified in Table 405.5.2(2) if not tested
Thermostat	Type: Manual, cooling temperature setpoint = 75°F; Heating temperature setpoint = 72°F	Same as standard reference

(continued)

# RESIDENTIAL ENERGY EFFICIENCY

TABLE 405.5.2(1)—continued

For SI: 1 square foot = 0.93 m<sup>2</sup>; 1 British thermal unit = 1055 J; 1 pound per square foot = 4.88 kg/m<sup>2</sup>; 1 gallon (U.S.) = 3.785 L; °C = (°F-3)/1.8; 1 degree = 0.79 rad.

- a. Glazing shall be defined as sunlight-transmitting fenestration, including the area of sash, curbing or other framing elements, that enclose conditioned space. Glazing includes the area of sunlight-transmitting fenestration assemblies in walls bounding conditioned basements. For doors where the sunlight-transmitting opening is less than 50 percent of the door area, the glazing area is the sunlight transmitting opening area. For all other doors, the glazing area is the rough frame opening area for the door including the door and the frame.

- b. For residences with conditioned basements, R-2 and R-4 residences and townhouses, the following formula shall be used to determine glazing area:

$$AF = A_g \times FA \times F$$

where:

$AF$  = Total glazing area.

$A_g$  = Standard reference design total glazing area.

$FA$  = (Above-grade thermal boundary gross wall area)/(above-grade boundary wall area + 0.5 × below-grade boundary wall area).

$F$  = (Above-grade thermal boundary wall area)/(above-grade thermal boundary wall area + common wall area) or 0.56, whichever is greater.

and where:

Thermal boundary wall is any wall that separates conditioned space from unconditioned space or ambient conditions.

Above-grade thermal boundary wall is any thermal boundary wall component not in contact with soil.

Below-grade boundary wall is any thermal boundary wall in soil contact.

Common wall area is the area of walls shared with an adjoining dwelling unit.

- c. For fenestrations facing within 15 degrees (0.26 rad) of true south that are directly coupled to thermal storage mass, the winter interior shade fraction shall be permitted to be increased to 0.95 in the proposed design.

- d. Where leakage area ( $L$ ) is defined in accordance with Section 5.1 of ASHRAE 119 and where:

$$SLA = L/CFA$$

where  $L$  and  $CFA$  are in the same units.

- e. Tested envelope leakage shall be determined and documented by an independent party approved by the code official. Hourly calculations as specified in the 2001 ASHRAE *Handbook of Fundamentals*, Chapter 26, page 26.21, Equation 40 (Sherman-Grimsrud model) or the equivalent shall be used to determine the energy loads resulting from infiltration.

- f. The combined air exchange rate for infiltration and mechanical ventilation shall be determined in accordance with Equation 43 of 2001 ASHRAE *Handbook of Fundamentals*, page 26.24 and the "Whole-house Ventilation" provisions of 2001 ASHRAE *Handbook of Fundamentals*, page 26.19 for intermittent mechanical ventilation.

- g. Thermal storage element shall mean a component not part of the floors, walls or ceilings that is part of a passive solar system, and that provides thermal storage such as enclosed water columns, rock beds, or phase-change containers. A thermal storage element must be in the same room as fenestration that faces within 15 degrees (0.26 rad) of true south, or must be connected to such a room with pipes or ducts that allow the element to be actively charged.

- h. For a proposed design with multiple heating, cooling or water heating systems using different fuel types, the applicable standard reference design system capacities and fuel types shall be weighted in accordance with their respective loads as calculated by accepted engineering practice for each equipment and fuel type present.

- i. For a proposed design without a proposed heating system, a heating system with the prevailing federal minimum efficiency shall be assumed for both the standard reference design and proposed design. For electric heating systems, the prevailing federal minimum efficiency air-source heat pump shall be used for the standard reference design.

- j. For a proposed design home without a proposed cooling system, an electric air conditioner with the prevailing federal minimum efficiency shall be assumed for both the standard reference design and the proposed design.

- k. For a proposed design with a nonstorage-type water heater, a 40-gallon storage-type water heater with the prevailing federal minimum energy factor for the same fuel as the predominant heating fuel type shall be assumed. For the case of a proposed design without a proposed water heater, a 40-gallon storage-type water heater with the prevailing federal minimum efficiency for the same fuel as the predominant heating fuel type shall be assumed for both the proposed design and standard reference design.

TABLE 405.5.2(2)  
DEFAULT DISTRIBUTION SYSTEM EFFICIENCIES FOR PROPOSED DESIGNS<sup>a</sup>

DISTRIBUTION SYSTEM CONFIGURATION AND CONDITION:	FORCED AIR SYSTEMS	HYDRONIC SYSTEMS <sup>b</sup>
Distribution system components located in unconditioned space	—	0.95
Untested distribution systems entirely located in conditioned space <sup>c</sup>	0.88	1
"Ductless" systems <sup>d</sup>	1	—

For SI: 1 cubic foot per minute = 0.47 L/s; 1 square foot = 0.093 m<sup>2</sup>; 1 pound per square inch = 6895 Pa; 1 inch water gauge = 1250 Pa.

- a. Default values given by this table are for untested distribution systems, which must still meet minimum requirements for duct system insulation.

- b. Hydronic systems shall mean those systems that distribute heating and cooling energy directly to individual spaces using liquids pumped through closed loop piping and that do not depend on ducted, forced airflow to maintain space temperatures.

- c. Entire system in conditioned space shall mean that no component of the distribution system, including the air handler unit, is located outside of the conditioned space.

- d. Ductless systems shall be allowed to have forced airflow across a coil but shall not have any ducted airflow external to the manufacturer's air handler enclosure.



## **EXHIBIT F-1**

Street lighting in Phase 1 shall utilize current energy-saving lighting equipment and technologies for street lighting, including LED cut-offs on all Town roads, private roads and common parking areas.

# ITEM 17-040

To hold a Public Hearing to consider and act on a liquor license  
renewal for the Golf Learning Center from  
April 14, 2017 to April 13, 2018



**BUREAU OF ALCOHOL BEVERAGES AND LOTTERY OPERATIONS**  
**DIVISION OF LIQUOR LICENSING AND ENFORCEMENT**  
**8 STATE HOUSE STATION, AUGUSTA, ME 04333-0008**  
**10 WATER STREET, HALLOWELL, ME 04347**  
**TEL: (207) 624-7220 FAX: (207) 287-3434**  
**EMAIL INQUIRIES: MAINELIQUOR@MAINE.GOV**

DIVISION USE ONLY	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Cash Ck Mo:	

NEW application: ☐ Yes ☒ No

PRESENT LICENSE EXPIRES 4/13/17

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ VINOUS ☐ SPIRITUOUS

**INDICATE TYPE OF LICENSE:**

- |  |   |  |
|--|---|--|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI)     | <input type="checkbox"/> CLASS A LOUNGE (Class X)        |
| <input type="checkbox"/> HOTEL (Class I,II,III,IV)                 | <input type="checkbox"/> HOTEL, FOOD OPTIONAL (Class I-A) | <input type="checkbox"/> BED & BREAKFAST (Class V)       |
| <input type="checkbox"/> CLUB w/o Catering (Class V)               | <input type="checkbox"/> CLUB with CATERING (Class I)     | <input type="checkbox"/> GOLF COURSE (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV)                         | <input type="checkbox"/> QUALIFIED CATERING               | <input type="checkbox"/> OTHER: _____                    |

**REFER TO PAGE 3 FOR FEE SCHEDULE**

**ALL QUESTIONS MUST BE ANSWERED IN FULL**

Corporation Name: <b>ESPY Management LLC</b>			Business Name (D/B/A) <b>GOLF LEARNING CENTER</b>		
APPLICANT(S) –(Sole Proprietor) CEO: Patrick Badcock			DOB: 3/17/71		
Other: Susan Badcock			DOB: 3/3/70		
Address P.O. Box 541			Physical Location: 147 Bruce Hill Road		
City/Town Cumberland	State ME	Zip Code 04021	City/Town Cumberland	State ME	Zip Code 04021
Telephone Number 207-321-9894	Fax Number		City/Town Cumberland	State ME	Zip Code 04021
Federal I.D. # 26-1691838			Business Telephone Number 207-829-9116	Fax Number Same	
Email Address: Please Print <b>golflearningcenterme@gmail.com</b>			Seller Certificate #: or Sales Tax #: <b>1150450</b>		
			Website: <b>www.golflearningcenterme.com</b>		

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

Requested inspection date: N/A Business hours: 10:00-6:30

- If premise is a Hotel or Bed & Breakfast, indicate number of rooms available for transient guests: N/A
- State amount of gross income from period of last license: ROOMS \$ \_\_\_\_\_ FOOD \$ 289.08 LIQUOR \$ 276.57
- Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If Yes, please complete the Corporate Information required for Business Entities who are licensees.

- Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒
- If manager is to be employed, give name: N/A
- Business records are located at: 147 Bruce Hill Road, Cumberland, ME 04021
- Is/are applicants(s) citizens of the United States? YES ☒ NO ☐
- Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

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

Name in Full (Print Clearly)	DOB	Place of Birth
Patrick Badcock	3/17/71	Newton Abbot, England
Susan Badcock	3/3/70	Sanford, ME

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

**Patrick & Susan Badcock have lived at these same addresses**

24 Island Ave, Cumberland, ME 04021 & 147 Bruce Hill Road, Cumberland, ME 04021

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

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

Offense: OUI Location: Cumberland, ME

Disposition: 11/17/2011 Cumberland County Court, Portland, ME (use additional sheet(s) if necessary)

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

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

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

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

14. Describe in detail the premises to be licensed: **(On Premise Diagram Required)** 900 sq ft building (ground floor only) at  
Driving Range facility (15 acres), Building includes, Golf Shop, Restaurant area and outside seating area.

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

16. What is the distance from the premises to the **NEAREST** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 2 Miles

Which of the above is nearest? Church

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

If YES, give details: Mortgage with Machias Savings Bank

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



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

Dated at: Cumberland, ME on March 7th, 20 17  
Town/City, State Date

*Patrick Badcock*  
Signature of Applicant or Corporate Officer(s)  
PATRICK BADCOCK  
Print Name

Please sign in blue ink

*Susan Badcock*  
Signature of Applicant or Corporate Officer(s)  
SUSAN BADCOCK  
Print Name

### FEE SCHEDULE

**FILING FEE: (must be included on all applications)..... \$ 10.00**

**Class I** Spirituous, Vinous and Malt ..... \$ 900.00  
**CLASS I:** Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.

**Class I-A** Spirituous, Vinous and Malt, Optional Food (Hotels Only) ..... \$1,100.00  
**CLASS I-A:** Hotels only that do not serve three meals a day.

**Class II** Spirituous Only ..... \$ 550.00  
**CLASS II:** Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.

**Class III** Vinous Only ..... \$ 220.00  
**CLASS III:** Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.

**Class IV** Malt Liquor Only ..... \$ 220.00  
**CLASS IV:** Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.

**Class V** Spirituous, Vinous and Malt (Clubs without Catering, Bed & Breakfasts) ..... \$ 495.00  
**CLASS V:** Clubs without catering privileges.

**Class X** Spirituous, Vinous and Malt – Class A Lounge ..... \$2,200.00  
**CLASS X:** Class A Lounge

**Class XI** Spirituous, Vinous and Malt – Restaurant Lounge ..... \$1,500.00  
**CLASS XI:** Restaurant/Lounge; and OTB.

*= \$450.00*

**UNORGANIZED TERRITORIES** \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

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



All fees must accompany application, make check payable to the **Treasurer, State of Maine.**

This application must be completed and signed by the Town or City and mailed to:  
Bureau of Alcoholic Beverages and Lottery Operations  
Division of Liquor Licensing and Enforcement  
8 State House Station, Augusta, ME 04333-0008.  
Payments by check subject to penalty provided by Title 28A, MRS, Section 3-B.

**STATE OF MAINE**

Dated at: Cumberland, Maine Cumberland  
City/Town (County)

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

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the  
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: Cumberland, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS APPROVAL EXPIRES IN 60 DAYS**

**NOTICE – SPECIAL ATTENTION**

**§653. Hearings; bureau review; appeal**

**1. Hearings.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c. 730, §27 (AMD).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c. 140, §4 (AMD).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application. [2003, c. 213, §1 (AMD).]

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an



amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant. [1995, c. 140, §5 (NEW).][ 2003, c. 213, §1 (AMD) .]

**2. Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime; [1987, c. 45, Pt. A, §4 (NEW).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c. 45, Pt. A, §4 (NEW).]

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c. 730, §27 (AMD).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c. 592, §3 (AMD).]

E. A violation of any provision of this Title; [2009, c. 81, §1 (AMD).]

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and [2009, c. 81, §2 (AMD).]

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages. [2009, c. 81, §3 (NEW).]  
[ 2009, c. 81, §§1-3 (AMD) .]

**3. Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c. 730, §27 (RP).]

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause. [1993, c. 730, §27 (AMD) .]  
[1995, c. 140, §6 (AMD) .]

**4. No license to person who moved to obtain a license.** [ 1987, c. 342, §32 (RP) .]

**5. Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

[ 1995, c. 140, §7 (AMD); 1999, c. 547, Pt. B, §78 (AMD); 1999, c. 547, Pt. B, §80 (AFF) .]

### **Please be sure to include the following with your application:**

**Completed the application and sign the form.**

**Signed check with correct license fee and filing fee.**

**Your local City or Towns signature(s) are on the forms.**

**Be sure to include your ROOM, FOOD and LIQUOR gross income for the year (if applicable).**

**Enclose diagram for all businesses, auxiliary locations, extended decks and storage areas.**

**Complete the Corporate Information sheet for all ownerships except sole proprietorships.**

**If you have any questions regarding your application, please contact us at (207) 624-7220.**

*Bureau of Alcoholic Beverages and Lottery Operations  
Division of Liquor Licensing & Enforcement  
8 State House Station, Augusta, ME 04333-0008  
10 Water Street, Hallowell, ME 04347  
Tel: (207) 624-7220 Fax: (207) 287-3434  
Email Inquiries: [MaineLiquor@maine.gov](mailto:MaineLiquor@maine.gov)*

DIVISION USE ONLY
<input type="checkbox"/> Approved
<input type="checkbox"/> Not Approved
BY:

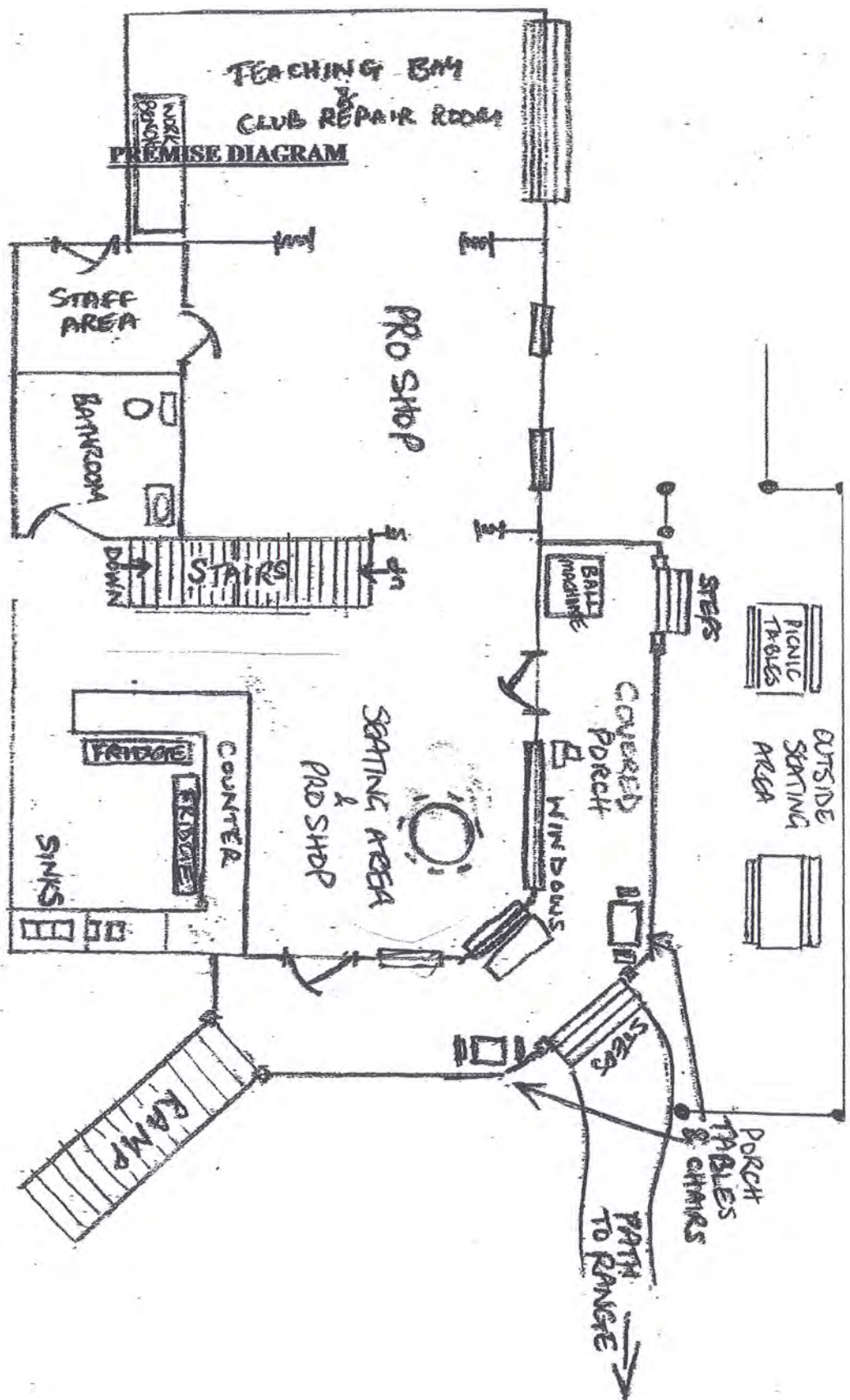
### ON PREMISE DIAGRAM

In an effort to clearly define your license premise and the area that consumption and storage of liquor is allowed. The Division requires all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, restrooms, decks and all areas that you are requesting approval from the Division for liquor consumption.

See on next page









Division of Alcoholic Beverages and Lottery  
Operations  
Division of Liquor Licensing and Enforcement

**Corporate Information Required for  
Business Entities Who Are Licensees**

**For Office Use Only:**

License #: \_\_\_\_\_

SOS Checked: \_\_\_\_\_

100% Yes ☐ No ☐

Questions 1 to 4 must match information on file with the Maine Secretary of State's office. If you have questions regarding this information, please call the Secretary of State's office at (207) 624-7752.

Please clearly complete this form in its entirety.

1. Exact legal name: ESPY Management LLC
2. Doing Business As, if any: Golf Learning Center
3. Date of filing with Secretary of State: 8/27/2007 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:  
N/A
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percentage ownership: (attach additional sheets as needed)

NAME	ADDRESS (5 YEARS)	Date of Birth	TITLE	Ownership %
Patrick Badcock	147 Bruce Hill Road, Cumberland, ME 04021 & 24 Island Ave, Cumberland, ME 04021	3/17/71	CEO	50%
Susan Badcock	147 Bruce Hill Road, Cumberland, ME 04021 & 24 Island Ave, Cumberland, ME 04021	3/3/70	Partner	50%

(Stock ownership in non-publicly traded companies must add up to 100%.)

6. If Co-Op # of members: N/A (list primary officers in the above boxes)

7. Is any principal person involved with the entity a law enforcement official?

Yes ☐ No ☒ If Yes, Name: \_\_\_\_\_ Agency: \_\_\_\_\_

8. Has any principal person involved in the entity ever been convicted of any violation of the law, other than minor traffic violations, in the United States?

Yes ☒ No ☐

9. If Yes to Question 8, please complete the following: (attached additional sheets as needed)

Name: Patrick Badcock

Date of Conviction: 11/17/2011

Offense: OUI

Location of Conviction: Cumberland, ME

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

Signature:



Signature of Duly Authorized Person

Date

3/7/2017

Patrick Badcock

Print Name of Duly Authorized Person

---

Submit Completed Forms to:

Bureau of Alcoholic Beverages

Division of Liquor Licensing and Enforcement

8 State House Station, Augusta, Me 04333-0008 (Regular address)

10 Water Street, Hallowell, ME 04347 (Overnight address)

Telephone Inquiries: (207) 624-7220 Fax: (207) 287-3434

Email Inquiries: [MaineLiquor@Maine.gov](mailto:MaineLiquor@Maine.gov)



# ITEM 17-041

To reappoint William Longley as Code Enforcement Officer and  
Richard Wentworth as alternate Electrical Inspector for the term of  
April 2, 2017 – March 31, 2018

NO MATERIALS



# ITEM 17-042

To set the week of May 15<sup>th</sup> - 19<sup>th</sup> for Spring Bulky Item Pick Up Week



## **SPRING BULKY WASTE PICK-UP WEEK**

**MAY 15<sup>th</sup> THROUGH THE 19<sup>th</sup> , 2017**

**Items will be collected on your regular pick-up day.**

### **Items accepted at curbside:**

- Bathroom Fixtures
- Box Springs
- Cabinets
- Carpets
- Chairs
- Dressers
- Bicycles
- Large Metal Items
- Large Toys
- Mattresses
- Recliners
- Sofas
- Stoves
- Tables
- 2 Tires without rims
- Washers & Dryers



### **Items NOT accepted at curbside:**

- No wood products, including picnic tables or fencing
- No appliances containing Freon (e.g., refrigerators, freezers or air conditioners)
- No brush, construction/demolition/remodeling debris (C/D) including lumber, shingles, brick or cement
- No Hazardous Waste including oil, automotive or household batteries or mercury products.
- No propane tanks
- No windows or Glass items
- No yard or tree waste
- No liquid waste
- No plastic bags
- No clothing or textiles
- No tires (with rims)
- No computers or monitors
- No fluorescent light bulbs
- No TV's



### **Spring Bulky Item Pick-Up Notice:**

If an item, or group of items, fits in a Town of Cumberland PAYT bag, the material **IS NOT BULKY WASTE** and **WILL NOT BE PICKED UP** unless it is in a Town of Cumberland PAYT bag.

Only residential waste is accepted - no commercial trash is permitted.

A Bulky Item Pickup Week was designed to assist the Residents of Cumberland in the disposal of large, oversized items that cannot fit into the Town's PAYT bags in the weekly trash or be recycled in regular curbside recycling.

Examples of items that could be included in the Bulky Waste Pickup are chairs, couches, mattresses, large metal items such as electric water heaters and bicycles.

Phones, computers, TV's and appliances containing Freon are NOT ACCEPTED as part of this event. Look for information on disposal options on the Cumberland Town Website.

2 Tires per household will be accepted *if* the rim has been removed.

Paint Cans that are OPEN and DRY will be picked up during Bulky Waste Week only, at no other time during the year.



**Items not accepted curbside may be taken to Riverside Recycling in Portland for a fee. They are located at 910 Riverside Street and their number is 797-6200.**

**Please contact the Salvation Army, Goodwill Industries or the Resale Store for donation possibilities**

**If you have any other questions, please contact the Cumberland Public Works Department for more information at 829-2220.**

**Bulky Waste Spring Pick-Up Notice:**

If an item, or group of items, fits in a Town of Cumberland PAYT bag,  
the material IS NOT BULKY Waste and will not be picked up unless it is in a Town of Cumberland PAYT bag.

Only residential waste is accepted - no commercial trash is permitted.

**Spring of 2017 Bulky Item Pickup Week is scheduled for the week of May 15<sup>th</sup> through the 19<sup>th</sup>**

A Bulky Item Pickup Week was designed to assist the Residents of Cumberland in the disposal of large, oversized items that cannot fit into the Town's PAYT bags in the weekly trash or be recycled in regular curbside recycling.

Examples of items that could be included in the Bulky Waste Pickup are chairs, couches, mattresses, large metal items such as electric water heaters and bicycles.

Phones, computers, TV's and appliances containing Freon should be disposed of at Riverside Recycling for a small fee or donated to a charitable organization like Goodwill.

2 Tires per household will be accepted if the rim has been removed.

Paint Cans that are OPEN and DRY will be picked up during Bulky Waste Week only, at no other time during the year.

For a more extensive list of items that will and will not be picked up this time, please see the Town's Web Site at [www.cumberlandmaine.com](http://www.cumberlandmaine.com) or Call Cumberland Public Services at 829-2220

# \* SPRING 2017

## Bulky Item Pickup

MAY 15<sup>TH</sup> – 19th

Bulky Item Pickup Week was Designed to Assist the Residents of Cumberland in the Disposal of Large, Oversized Items That Cannot Fit into the Town's PAYT Bags or be Recycled in Regular Curbside Recycling.

If an Item, or Group of Items, Fits in a Town of Cumberland Trash Bag, the Material IS NOT BULKY WASTE and Will Not be Picked Up.

Recycling Materials Should be Stacked Neatly and in Appropriate Containers for Pickup as Usual.

Details Available at [cumberlandmaine.com](http://cumberlandmaine.com)

Or call Public Services at 829-2220







## 2017 Bulky Item Pickup Information for the Town of Cumberland

### May 15th—19th

A Bulky Item Pickup Week was designed to assist the Residents of Cumberland in the disposal of large, oversized items that can not fit into the Town's PAYT bags in the weekly trash or be recycled in regular curbside recycling.

Examples of items that could be included in the Bulky Item Pickup are chairs, couches, mattresses, oversized plastic toys, and large metal items such as bicycles.

This program was not designed to be a free trash disposal week. Smaller items that could fit into a PAYT bag should be disposed of with your weekly trash. **Generic bags and boxes of household materials will no longer be accepted.**

Phones, computers, TV's and appliances containing Freon should be disposed of at Riverside Recycling for a small fee or donated to a charitable organization like Goodwill, the Salvation Army or Habitat for Humanity.

2 Tires per household will be accepted if the rim has been removed.

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**For a more extensive list of items that will or will not be picked up this time, please see the Town's Web Site at [www.cumberlandmaine.com](http://www.cumberlandmaine.com) or Call Cumberland Public Services at 829-2220**



### List of items NOT ACCEPTED

#### These items will be tagged and left for your disposal

- Gas and Gasoline Containers
- Any Hazardous Waste
- Plastic Bags of Trash
- Glass Items such as mirrors
- Bags or Boxes of smaller items
- Items that would fit in a PAYT trash bag
- Bags or Boxes of Clothing or Textiles
- Yard or Tree Waste
- Construction Material and Wood Products
- TV's & Computers
- Appliances containing Freon; air conditioners, freezers, refrigerators, etc.



## 2017 Bulky Item Pickup Information for the Town of Cumberland

### May 15th—19th

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- Yard or Tree Waste
- Construction Material and Wood Products
- TV's & Computers
- Appliances containing Freon; air conditioners, freezers, refrigerators, etc.

# ITEM 17-043

To appoint members to vacant board and committee seats



# ITEM

# 17-044

To appoint Benjamin Burnes and Matthew Merriman as  
Shellfish Wardens and Harbor Masters

NO MATERIALS



# ITEM

## 17-045

To set a Public Hearing date of April 10<sup>th</sup> to consider and act on a Mass Gathering Permit for Binnie Media's Maine Ultimate Yard sale to be held on June 10, 2017 at the Cumberland Fair Grounds



## MEMORANDUM

To: William Shane, Town Manager

From: Tamara O'Donnell, Town Clerk

Re: Maine's Ultimate Yard Sale

I have held discussions, on Tuesday, March 20, 2017, with Police Chief Rumsey, Lt. Milt Calder, Fire Chief Dan Small, and Mr. Mike Timmons, President of the Cumberland Farmers Club, in which we discussed the Spring Ultimate Yard Sale, at the Cumberland Fairgrounds. I reviewed in detail the requirements of the Mass Gathering Ordinance. The following represents our mutual understanding:

- Event participators will register online through the [ultimateyardsale.com](http://ultimateyardsale.com) site.
- Registration levels have been increased to 300 from the previous level of 250.
- Exact attendance levels are unknown, however, it was determined that 5,000 is likely. Therefore, the organizers will pay the Major Mass Gathering fee of \$500.00.
- Registration cost will be \$30.00 per 12 x 12 foot booth.
- Entrance fee for attendee is \$2.00 per person.
- No parking fee will be charged.
- The event will be held Saturday, June 10, 2017 and occur within a fenced area.
- There will be no collection of the entrance fee at the gate. Vehicles will be flagged from the entrance to the parking area and the entrance fee will be paid after parking and at the gate of the fenced vendor area.
- If the event is to be cancelled for any reason, a 24 hour notice will be provided by email to all participants and to the public through the broadcasting agency's seven radio stations.
- Registrants are required to set up between 5:00 a.m. and 8:00 a.m.
- Additional staff (6) have been hired by "At Work" flaggers to control parking.
- There will be 1 Paramedic, 1 EMT, and 1 Supervisor from the Fire Department on site.
- There will be 1 Fire Engine on site.
- There will be 2 police officers on duty at the event.
- Communication between parties will be by two way radio and cell phone.
- Food Vendors will be handled exclusively through the Farmers' Club.
- A copy of the contract with Blow Brothers as well as a copy of the event insurance coverage naming the town as an additional insured is attached to the application.
- Binne Media will have approximately 25 employees in attendance throughout the event.

The Town fees for this event are listed below:

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

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



## TOWN OF CUMBERLAND

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

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

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

Name of applicant: Binnie Media

Address of applicant: 477 Congress St. 3A Portland, ME 04101 Tel. # 207-797-0780

Name of event: Maine's Ultimate yard Sale

Facility where the event will be held: Cumberland Fair Grounds

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

Name of promoter (if different from above): \_\_\_\_\_

Telephone number: \_\_\_\_\_

Will any food vendors be serving at the event? ☒ yes, \_\_\_\_\_ no (if yes, how many, and what types) 4 - Hamburgers, Hot dogs, Fried Dough, Lemonade

These Are Contracted by Cumberland Farmers Club

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

\_\_\_\_\_

\_\_\_\_\_

Date of event: June 10<sup>th</sup>, 2017 Time (start and finish times): 9A-2p

Number of tickets available: \_\_\_\_\_

Expected attendance: 5,000

Description of event: Large Community yard Sale

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

1. September 2016 - Fall yard Sale 5,000

2. June 2016 - Spring yard Sale 6,100

3. October 2015 - Fall yard Sale 5,200

**Description of facility:**

A. Seating capacity: \_\_\_\_\_ permanent; \_\_\_\_\_ temporary

B. Other seating capacity: \_\_\_\_\_ festival; \_\_\_\_\_ standing room only

C. Number of toilets available: \_\_\_\_\_ permanent; 17 portable

D. Number of parking spaces available: 3,000 on-site; \_\_\_\_\_ off-site

E. Are all parking lots lighted (applicable only if event runs into evening hours)  
\_\_\_\_\_ yes; ✓ no, if no, which lots are not lighted \_\_\_\_\_

F. Source of potable water: \_\_\_\_\_

G. Refuse containers available, number and size: 15 plus dumpster  
From Caseva Waste

H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse)  
Caseva Waste - Attached

I. When will refuse be picked up? Monday June 12<sup>th</sup>

**Public Safety:**

J. Describe first aid facilities: Cumberland Fire & EMT

K. Describe emergency facilities: Cumberland EMT



L. Describe communication facilities: 12 two-way Radios

M. Number of certified police officers: Cumberland Police

N. Other security personnel (include company name and qualifications):  
Mark Marion, Sargent Cumberland County Sheriff

O. Describe fire personnel: Cumberland Fire

#### Traffic Plan

- P. Description of routes persons attending the event are likely to take, include number of traffic controllers and deployment descriptions. 6 Traffic parking personnel From Blanchard Rd. to Bruce Hill Rd. (work Attached)
- Q. Describe methods used to publicize alternate routes of reaching the scene of the event.
- R. Attach statement of availability of private towing firms to remove disabled vehicles.

#### Crowd Management

- S. Plan for discouraging those not holding tickets for the event from not coming to the event site.
- T. Plan for preventing trespassing on private property in the area. Private Security from Sheriff's Dept.
- U. Will all publicity stop as soon as it is apparent that the event is sold out? ✓ yes;  
no marketing ends on June 9th
- V. Description of how the event will be publicized, include how a sell-out will be publicized.

#### Other

- W. Name of liability insurance \_\_\_\_\_  
Amount of coverage \_\_\_\_\_; amount of property insurance \_\_\_\_\_
- X. Preferred type of performance guarantee (i.e.. escrow account, irrevocable letter of credit)

Shm. R. M.  
Authorized signature

On \_\_\_\_\_ (date), I received a copy of the Cumberland Mass  
Gathering Ordinance. \_\_\_\_\_ (authorized signature)



" We're # 1 in the # 2 Business "

P.O. BOX 221

OLD ORCHARD BEACH, ME 04064

## PROPOSAL

March 13, 2017

TO: Binnie Media  
Attn: Stan Bennett  
Phone: 207-344-8007  
Email: [sbennett@binradio.com](mailto:sbennett@binradio.com)

RE: Portable Toilet Rentals for Ultimate Yard Sale at Cumberland County Fairgrounds on 6/10/17

We hereby submit specifications and estimates for:

14 Standard Portable Units (\$ 60.00 per unit)	\$	840.00
3 Barrier Free Portable Units (\$ 90.00 per unit)	\$	270.00
<b>TOTAL</b>	\$	<b>1,110.00</b>

\*\*\*\*\*DELIVERY TO BE 6/9/17 & PICKUP TO BE 6/12/17

Price Includes: Delivery, Set Up, Pick-Up, Paper Goods, Waterless Hand Sanitizer, Chemicals, Deodorization and Disposal.

We propose hereby to furnish material and labor—complete in accordance with the above specifications:

### TERMS AND CONDITIONS

1. The customer agrees to pay all invoices related to the service of the portable sanitation facilities, including extra and overtime charges for any service rendered over and above normal servicing schedule. Customer authorizes uses of credit card number on file for all charges incurred in accordance with terms and conditions cited above. Blow Bros. reserves the right to prosecute any customer who intentionally issues a credit card or negotiating a worthless instrument knowing that it will not be honored by the maker or drawee in accordance with State of Maine Law.
2. The customer agrees to pay for any and all damage to or loss of the portable sanitation facilities as an insurer of cause or fault, except for reasonable wear and tear, while the portable sanitation facilities are at the site address.
3. Blow Bros. reserves the right to NOT remove, pump dry and lock the unit until account is paid in full. If lock is destroyed or continued use of unit occurs the customer will be subject to additional charges.
4. The customer agrees not to sell, rent, lease, or otherwise give up possession of the portable sanitation facilities listed herein without prior consent from BLOW BROS.
5. The customer agrees to keep the portable sanitation units clear and accessible for service trucks at all times and to assume any and all tow charges resulting from substandard site conditions.
6. The customer acknowledges that Blow Bros. will not be liable for any damages to pavement, curbing, lawns or any other property resulting from trucks servicing units placed at customer request.
7. The customer agrees to pay a late charge of 1.5% per month on the unpaid balance for all invoices over 30 days. This is an Annual Percentage Rate of 18%. The customer also agrees to pay costs of collection including attorney fees.

Payment to be made as follows:

#### Due prior to delivery

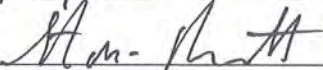
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

*\*Must sign and fax back to (207)934-1723. A representative from Blow Bros. will contact you for completion of your detailed order.*

Date of Acceptance: 3/14/17

Authorized Signature: 

Note: We may withdraw this proposal if not accepted within 30 days.

Signature:   
Margi Brown, Office Manager



## Stan Bennett

---

**From:** Sue Richards <suer@atwork.com>  
**Sent:** Monday, March 13, 2017 3:44 PM  
**To:** Stan Bennett  
**Subject:** Traffic Control at Cumberland Cty Fairgrounds

Afternoon Stan,

It was a pleasure speaking with you today.

I want to confirm that an order has been placed with us for Traffic Control/Flaggers (6 employees) for your event on June 10th, 2017, located at the Cumberland County Fairgrounds.

Thank you for your continued business with us.

Regards,

*Sue Richards - Account Manager*

400 Riverside St. Suite 7A

Portland, ME 04103

207-772-6060 Office

207-772-6336 Fax

[suer@atwork.com](mailto:suer@atwork.com)

### **Please note:**

**Our Portland Office is moving to Gorham Maine.**

As of April 1<sup>st</sup> 2017 to contact our Portland location please call:

**358 Main Street,**

**Gorham ME 04038**

**207-839-5060**

**Fax: 207-839-9060**

# WE'RE MOVING



---

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

**Stan Bennett (Binnie Media)**

477 Congress St - 3rd Floor Annex  
Portland, ME 04110  
(207) 344-8007



Phone: (888) 852-2151  
Fax: (802) 773-5988

**Container Size**

30 yd. Roll-off

**Deliver to**

197 Blanchard Rd

Cumberland, ME 04110

**On-Site Phone**

-

**Delivery Date**

Friday, Jun. 9, 2017

**Pickup Date**

Monday, Jun. 12, 2017

**We include**

5 days of free rental  
(\$5.00 per day thereafter)

**You can go up to...**

2 tons of Trash  
(\$88.50 per additional ton)

**Please note:** We can not guarantee time requests.

**Pricing Agreement:**

Haul price	\$261.00
Estimated disposal cost	\$177.00
Rental cost	\$0.00
Delivery quote	\$75.00
Total base amount	\$513.00
Roll-off Service Fee	\$10.26
Total Taxes and Fees	\$10.26
Order total	\$523.26

Quoted on Tuesday, Mar. 14, 2017

**I have read and agree to the Terms and Conditions stated on the attached agreement.**

Signed: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Stan Bennett





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/15/2017

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

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

<b>PRODUCER</b> Ellis Agency Inc 196 York Street P.O. Box 380 York, Maine 03909	Phone: (207)363-7670 Fax: (207)363-1389	<b>CONTACT NAME:</b> Jonel Thames Leake <b>PHONE (A/C, No, Ext):</b> (207)363-7670 <b>E-MAIL ADDRESS:</b> jleake@ellisinsuranceagency.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Massachusetts Bay Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 22306

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZDPA81908401	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Yard Sale at the Cumberland Fair Grounds on June 10, 2017

<b>CERTIFICATE HOLDER</b> Holder's Nature of Interest : Certificate Holder  Cumberland Farmers Club  197 Blanchard Rd. Cumberland, ME 04021	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# ITEM 17-046

To hear a report from the Tax Collector re: foreclosures

Tabled to April 10th



# NEW BUSINESS

**Maine Senate District 25  
Elected Officials Regional Forum  
RESCHEDULED  
Wednesday, March 29, 2017, 6:00 PM  
Lunt Auditorium, Falmouth**

The Maine Municipal Association, and MMA's Legislative Policy Committee's Senate District 25 members Claudia King (Falmouth) and Stephen Moriarty (Cumberland), invite you to a regional forum for local and state elected officials on Wednesday, March 29, 2017. The forum will be held in the Lunt Auditorium at OceanView, 74 Lunt Road in Falmouth. Light refreshments will be available beginning at 5:30 pm. The forum will begin promptly at 6:00 pm.

Geoff Herman from MMA will offer a presentation on Governor LePage's proposed budget and other proposed legislation, and its possible impacts on municipalities and schools. There will be opportunities for comments and questions. The evening's agenda is attached to this invitation.

Please RSVP directly to your Town Manager or designee by Wednesday, March 22.





**Maine Senate District 25**  
**Municipal and State Elected Officials Regional Forum**  
**March 29, 2017 6:00 PM**  
**Lunt Auditorium, 74 Lunt Road, Falmouth Maine**

---

5:30 PM – Reception and Registration

1. Welcome and Introduction - Don Gerrish, meeting facilitator
2. Forum Summary - Don Gerrish will explain the forum format and what we can expect to take away from this exciting regional collaboration of municipal and state elected officials.
3. Geoff Herman, Maine Municipal Association, will present topics for discussion. He will focus on aspects of Governor Paul LePage's proposed budget and proposed legislation with significant impact on municipalities and schools. Geoff will lay out competing policies, translate the impact on property taxes, and generally describe the impact of each proposed measure on the municipalities in District 25.
4. Municipal officials (councilors, selectpersons, school board members, appointed officials) along with State Representatives from Senate District 25 will have an opportunity to ask questions and offer input.
5. Members of the public will have an opportunity to ask questions and offer input.
6. State representatives/senator from District 25 will explain the committees that they serve, and offer brief comments.
7. All attendees will have the opportunity to participate in an electronic opinion exercise that will give guidance to our state elected officials and MMA Legislative Policy Committee members.
8. Adjourn

*128th Legislature*  
*Senate of*  
*Maine*  
*Senate District 25*

*Senator Cathy Breen*  
*3 State House Station*  
*Augusta, ME 04333-0003*  
*Office (207) 287-1515*  
*Cell (207) 329-6142*  
*Cathy.Breen@legislature.maine.gov*

*Joint Standing Committee:*  
*Appropriations & Financial Affairs, Ranking Member*


March 6, 2017

Mr. Charles J. Rumsey, IV  
Chief of Police  
Town of Cumberland  
2990 Tuttle Rd.  
Cumberland, ME 04021

Dear Chief Rumsey,

Congratulations on your recent appointment to the Board of Trustees of the Maine Criminal Justice Academy! You will no doubt make a great contribution to the important goal of training and preparing our future public safety officers. Thank you for your willingness to take on this responsibility.

Kind regards,

  
Cathy Breen

Cc: George Turner, Chair, Cumberland Town Council  
William Shane, Cumberland Town Manager



**Brandon  
Thibeu**

*August 1, 1994 -  
February 1, 2017*

*Thank you for sending  
the beautiful arrangement.*



*It is not the length of life, but the depth of life.*

*Ralph Waldo Emerson*

The family of Brandon Thibeu  
acknowledges with deep appreciation your  
kind expression of sympathy.

*Rick, Jane  
and Katie*





# TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland, Maine 04021

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

## TOWN OF CUMBERLAND APPLICATION FOR TREE STAND – TOWN FOREST

Name of Applicant: Brad Hilton

Address: 51 Blanchard Rd Cumberland 04021

Phone Number(s): 829-8186

Please indicate the location of the tree stand on the attached map.

The Town of Cumberland hereby grants permission to Brad Hilton,  
to erect an observation tree stand and game camera in the Town Forest for hunting  
purposes. Tree stands must be in conformance with State of Maine law:

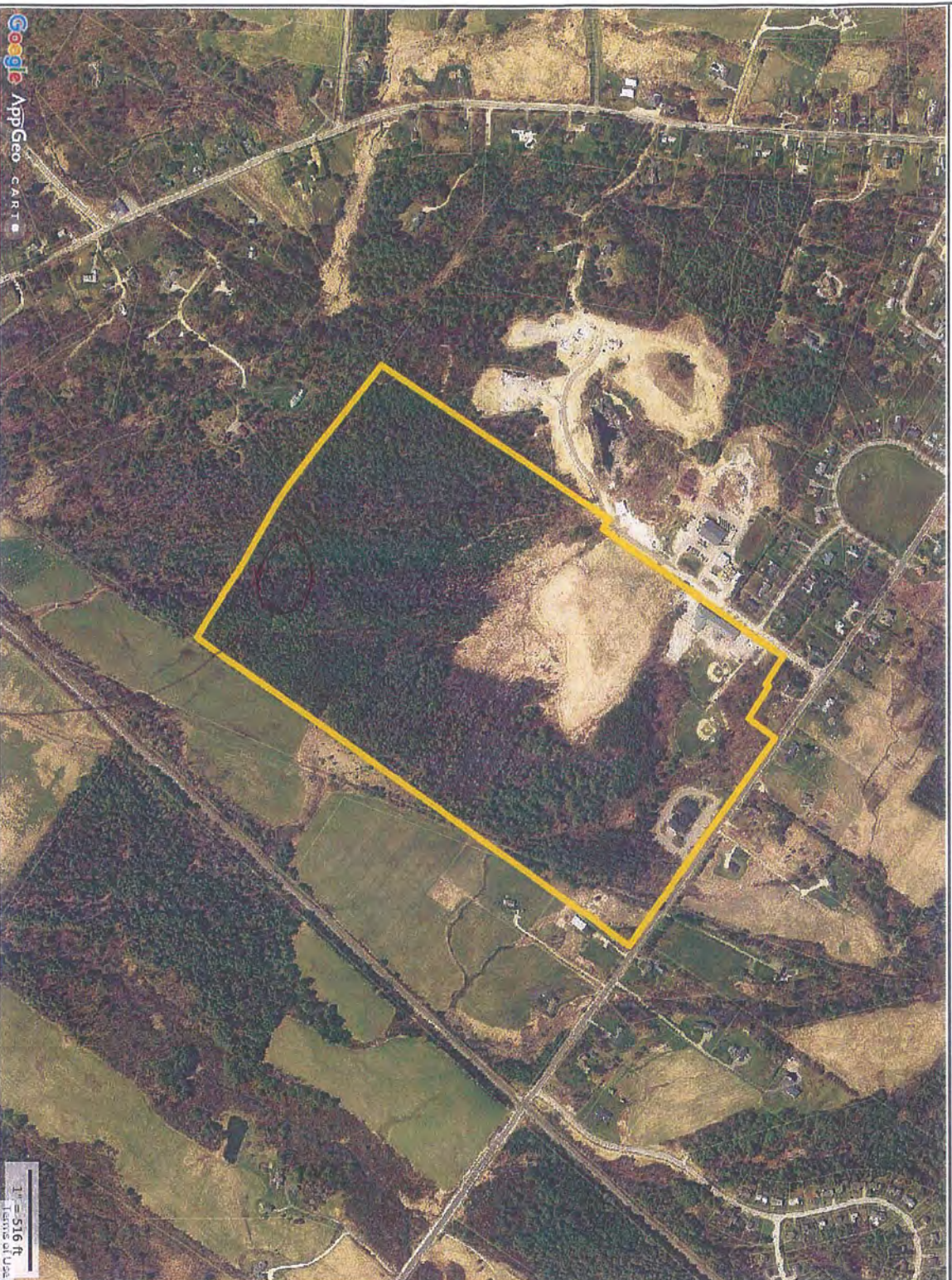
**TREE STANDS:** (§10652, Subsection 1-B-1, 2) It is unlawful to insert any metallic or  
ceramic object into a tree on land of another for the purpose of erecting a ladder or tree  
stand, unless you have permission from the landowner. You must obtain verbal or written  
permission of the landowner (or representative) to erect and use a portable or permanent  
tree ladder or stand and the ladder or stand must be plainly labeled with a 2-inch by 4-  
inch tag identifying the name and address of the person or persons authorized by the  
landowner to use the stand or ladder.

Town Manager Signature: [Signature] Date: 3/22/17

*A new application is required to be submitted annually. This application expires on  
December 31<sup>st</sup> of each year.*



Town Forest



**Property Information**  
**ID** 0R03 0051A0000  
**Location** 290 TUTTLE ROAD  
**Owner** TOWN OF CUMBERLAND

**MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT**



Town of Cumberland, ME makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.  
Parcels updated 1/1/2015  
Properties updated monthly (see property record card)

*With tree stand*





# TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland, Maine 04021

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

## TOWN OF CUMBERLAND APPLICATION FOR TREE STAND – KNIGHT'S POND PRESERVE

Name of Applicant: Brad Hilton

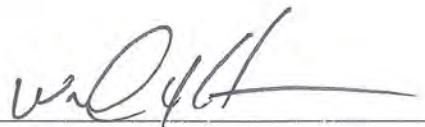
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Town Manager Signature:  Date: 3/22/17

*A new application is required to be submitted annually. This application expires on December 31<sup>st</sup> of each year.*



*Bill Dea David*



**Property Information**  
**Property ID** 0R03 0051A0000  
**Location** 290 TUTTLE ROAD  
**Owner** TOWN OF CUMBERLAND



**MAP FOR REFERENCE ONLY  
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Parcels updated 1/1/2015  
Properties updated monthly (see property record card)





# TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland, Maine 04021

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

## TOWN OF CUMBERLAND APPLICATION FOR TREE STAND – RINES FOREST

Name of Applicant: Brad Hilton

Address: 51 Blanchard Rd Cumberland 04021

Phone Number(s): 829-8186

Please indicate the location of the tree stand on the attached map.

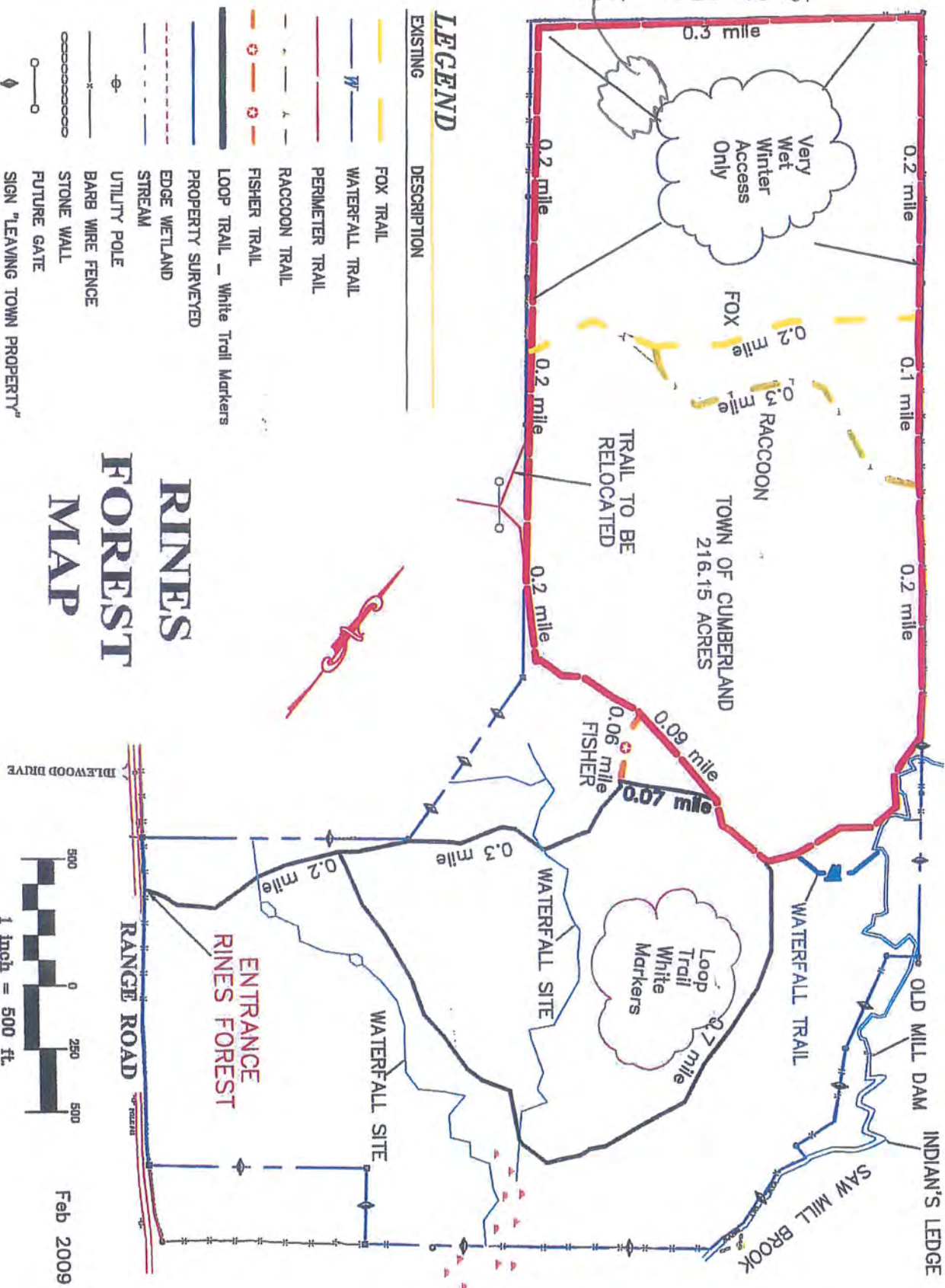
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Town Manager Signature: [Signature] Date: 3/2/17

*A new application is required to be submitted annually. This application expires on December 31<sup>st</sup> of each year.*

*BH tree stand*





# Certificate of Excellence 2017

This certificate is awarded to

Prince Memorial  
Library

January 27, 2017

In recognition for achieving a perfect score on your most recent site  
visitation for the Passport Acceptance Facility Oversight Program.



*DeBoney*  
Customer Service Manager

*Kawadky*  
Director



# BUDGET REPORT

# REVENUES



03/22/2017  
15:31:47

TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT  
REVENUES  
FOR PERIOD 09 OF 2017

PAGE 1  
glactrpt

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	-1,151,121.78	-1,217,812.93	-1,341,784.89	-1,334,095.29	-1,480,000.00
0011 0304 Boat Excise Tax	-3,403.20	-2,827.00	-4,820.00	-2,706.40	-10,000.00
0011 0325 Supplemental Taxes	.00	.00	.00	-14,130.35	.00
0011 0328 Outer Islands Property Tax	-20,783.21	-20,933.44	-19,944.63	-21,676.03	-40,000.00
0011 0329 Payment in Lieu of Taxes	-19,556.00	-14,328.00	-17,304.00	-14,902.00	-28,000.00
TOTAL Tax Revenues	-1,194,864.19	-1,255,901.37	-1,383,853.52	-1,387,510.07	-1,558,000.00
0012 License & Permit Revenues					
<hr/>					
0012 0311 Hunting & Fishing License	-383.41	-406.75	-318.75	-293.25	-600.00
0012 0312 Marriage Lic & Vital Records	-1,493.60	-2,063.20	-1,734.40	-1,574.46	-1,900.00
0012 0313 Birth Certificates	-1,294.40	-1,135.60	-879.60	-1,121.60	-365.00
0012 0314 Death Certificates	-553.00	-1,455.60	-1,060.60	-1,488.33	-1,000.00
0012 0315 Clerk Licenses	-3,440.00	-2,120.00	-3,100.00	-1,725.00	-4,500.00
0012 0316 Shellfish Licenses	-1,552.33	-1,321.14	-452.29	-491.63	-3,000.00
0012 0317 Conservation Fees	-403.67	-273.86	-82.71	-88.37	-500.00
0012 0334 Snowmobile Reg	-201.00	-217.00	-183.00	-237.00	-200.00
0012 0361 Auto Reg. Fees	-14,409.00	-14,399.00	-15,104.00	-13,856.00	-21,000.00
0012 0362 Boat Reg. Fees	-573.20	-660.40	-215.00	-157.00	-500.00
0012 0366 Building Permits	-50,575.89	-55,284.05	-58,631.72	-91,760.53	-70,000.00
0012 0367 Electrical Permits	-13,432.20	-14,054.45	-13,945.25	-18,604.78	-18,000.00
0012 0368 Plumbing Permits	-14,642.80	-15,976.75	-10,390.48	-14,920.00	-18,000.00
0012 0369 Other Permits	-1,275.00	-1,050.00	-650.00	-1,511.00	-2,500.00
0012 0383 Agent Fees-Moses	-13.84	-10.00	-8.00	.00	.00
0012 0398 Application Fee	-1,033.33	-1,000.00	-855.56	-400.00	-1,000.00
0012 0401 Dog Licenses	-2,953.00	-2,252.00	-2,054.00	-2,022.00	-3,000.00
0012 0404 Commercial Haulers License	.00	.00	-200.00	-100.00	-300.00
TOTAL License & Permit Revenue	-108,229.67	-113,679.80	-109,865.36	-150,350.95	-146,365.00
0013 Intergovernmental Revenues					
<hr/>					
0013 0327 Homestead State Reimb	-128,546.00	-104,217.00	-151,205.00	-215,222.88	-274,530.00
0013 0331 State Revenue Sharing	-297,534.22	-295,379.46	-308,337.65	-279,563.40	-395,850.00
0013 0332 Park Fee Sharing	.00	.00	-8,133.33	-10,624.80	-7,080.00

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TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT  
REVENUES  
FOR PERIOD 09 OF 2017

PAGE 2  
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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
<hr/>					
0013 0335 DOT Block Grant	-68,440.00	-62,592.00	-63,232.00	-68,012.00	-63,000.00
0013 0337 State Grant revenue	.00	-4,508.74	.00	.00	.00
0013 0341 North Yarmouth Recreation Shar	-12,747.00	-26,928.00	-3,644.00	-21,851.00	-43,667.00
0013 0342 North Yarmouth Library Share	-99,713.00	-106,035.00	-72,976.00	-72,183.00	-144,333.00
0013 0347 North Yarmouth Channel 2	-1,820.00	-1,909.00	-1,274.00	-1,370.00	-2,808.00
0013 0348 ACO Sharing Payments	-2,475.00	-6,322.00	-6,322.00	.00	-12,644.00
0013 0545 North Yarm Sidewalk Plowing	-2,200.00	.00	.00	.00	.00
TOTAL Intergovernmental Revenue	-613,475.22	-607,891.20	-615,123.98	-668,827.08	-943,912.00
 0015 Other Revenues					
<hr/>					
0015 0305 Interest & Penalties	-30,049.88	-23,324.15	-21,812.98	-12,713.04	-40,000.00
0015 0306 Over/Short	278.44	2,431.85	-176.83	-387.01	-100.00
0015 0364 Growth Permits	-3,300.00	-3,100.00	-3,500.00	-12,700.00	-2,000.00
0015 0365 Board of Appeals	-100.00	.00	-500.00	.00	-100.00
0015 0379 Investment Earnings	-163.72	-206.14	783.86	-349.64	.00
0015 0382 Sale of Assets	-17,393.56	-7,700.00	-7,599.00	.00	-5,000.00
0015 0390 Misc. Revenue	-35,533.80	-40,822.82	-35,773.99	-36,647.26	-35,000.00
0015 0399 Staff Review Fee	-2,216.67	-8,709.00	-4,319.44	-8,575.00	-10,000.00
0015 0402 Cable TV Revenue	-112,749.93	-114,620.19	-111,418.32	-116,809.64	-107,000.00
0015 0403 Mooring Fees	-160.00	-165.00	-635.00	-750.00	-1,000.00
0015 0410 Private Ways	-600.00	-600.00	-1,000.00	-200.00	-400.00
0015 0432 Workers Compensation Dividend	-15,122.30	-26,586.80	-10,803.37	-13,558.82	.00
0015 0508 Impact Fees	-62,967.95	-58,770.85	-91,270.30	-162,983.80	-50,000.00
0015 0513 Assessing Records	.00	-30.00	.00	.00	.00
TOTAL Other Revenues	-280,079.37	-282,203.10	-288,025.37	-365,674.21	-250,600.00
 0021 Police Related Revenues					
<hr/>					
0021 0351 Police Issued Permits	-898.28	-688.00	-2,107.00	-1,807.00	-3,500.00
0021 0353 Police Insurance Reports	-392.00	-410.00	-425.00	-360.00	-500.00
0021 0390 Miscellaneous Police Revenue	-3,767.44	-854.40	-533.00	-92.00	-500.00
0021 0427 Parking Tickets	-10.00	.00	.00	-96.00	-100.00
0021 0431 Outside Detail	-26,000.26	-16,868.29	-25,017.14	-27,582.89	-30,000.00
0021 0536 Animal Control Officer Revenue	-1,966.00	-1,767.00	-1,627.00	-1,575.00	-2,500.00
0021 0546 Court Reimbursements	-1,531.58	-969.80	-989.76	-953.72	-2,000.00
0021 0620 Federal Grant revenue	-25,000.00	-20,206.00	-25,000.00	.00	.00
TOTAL Police Related Revenues	-59,565.56	-41,763.49	-55,698.90	-32,466.61	-39,100.00



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TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT  
REVENUES  
FOR PERIOD 09 OF 2017

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glactrpt

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	-7,835.00	-780.00	-55.00	-2.50	-1,000.00
0022 0431 Outside Details	-19,234.00	-19,019.57	-17,921.35	-19,726.54	-15,000.00
0022 0504 Rescue Billing	-38,728.95	-85,635.20	-109,446.77	-114,132.67	-155,000.00
0022 0505 Non Emergency Transports	-11,315.45	-41,577.71	-56,412.68	-50,389.61	-31,200.00
0022 0507 Paramedic Intercepts	-1,800.00	-300.00	-600.00	-300.00	-500.00
TOTAL Fire Related Revenues	-78,913.40	-147,312.48	-184,435.80	-184,551.32	-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	-31,921.00	-312.00	-156.00	-500.00
0031 0517 Bags/Universal Waste	-172,659.00	-160,241.00	-174,607.50	-178,303.50	-260,000.00
0031 0539 Brush Passes	-1,588.00	-2,072.00	-2,923.00	-2,877.00	-7,500.00
TOTAL Public Works Related Rev	-174,579.00	-194,234.00	-177,842.50	-181,336.50	-268,000.00
0035 VH Other Revenues					
<hr/>					
0035 0329 Payment in Lieu of Taxes	.00	.00	-2,000.00	.00	-2,000.00
0035 0378 Soda Sales	.00	.00	-1,705.87	-1,724.94	-2,823.00
0035 0560 Rental Income	.00	.00	-10,863.18	-16,029.39	-21,600.00
0035 0565 Cell Tower Land Lease	.00	.00	-1,800.00	-16,200.00	-20,000.00
TOTAL VH Other Revenues	.00	.00	-16,369.05	-33,954.33	-46,423.00
0037 VH Golf Revenues					
<hr/>					
0037 0306 Over/Short	.00	.00	-9.42	-11.20	.00
0037 0357 Golf Memberships	.00	.00	-144,437.85	-106,430.88	-223,938.00
0037 0358 Greens Fees	.00	.00	-82,418.95	-73,726.70	-125,311.00
0037 0359 Golf Cart Rentals	.00	.00	-50,168.08	-55,022.77	-87,853.00
0037 0416 Practice Range	.00	.00	-7,009.00	-5,451.75	-11,545.00
0037 0417 VH Program Revenues	.00	.00	-12,954.00	-19,655.00	-56,253.00

03/22/2017  
15:31:47

TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT  
REVENUES  
FOR PERIOD 09 OF 2017

PAGE 4  
glactrpt

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
0037 0419 Advertising Sales	.00	.00	-4,200.00	3,325.00	-26,237.00
0037 0522 Outing Golf	.00	.00	-71,102.08	-56,391.43	-72,310.00
TOTAL VH Golf Revenues	.00	.00	-372,299.38	-313,364.73	-603,447.00
0041 Recreation Related Revenues					
0041 0371 41000 Fall Recreation Revenue	-42,767.48	-33,432.50	-44,877.45	.00	.00
0041 0372 41000 Winter Recreation Revenue	-97,208.25	-104,720.26	-97,131.00	.00	.00
0041 0373 41000 Spring Recreation Revenue	-18,111.13	-9,148.00	-23,365.00	.00	.00
0041 0374 41000 Summer Recreation Revenue	-37,628.79	-36,024.92	-21,743.50	.00	.00
0041 0440 41100 After School Programs	-112,760.20	-137,338.90	-156,373.13	-195,219.90	-195,152.00
0041 0441 41110 Youth Enrichment Programs	.00	.00	.00	-60,065.63	-108,608.00
0041 0442 41120 Youth Sports Programs	.00	.00	.00	-58,487.00	-86,171.00
0041 0443 41130 Skiing Programs	.00	.00	.00	-47,545.00	-46,620.00
0041 0444 41140 Day Camps	.00	.00	.00	-44,899.55	-141,822.00
0041 0445 41150 Swimming Programs	.00	.00	.00	-18,722.00	-25,531.00
0041 0446 41160 Adult Enrichment Revenue	.00	.00	-32,043.85	-37,361.50	-35,849.00
0041 0447 41170 Adult Fitness Revenue	.00	.00	-39,900.75	-48,500.10	-63,216.00
0041 0448 41190 Special Events/Trips Reven	.00	.00	-220.00	-4,534.00	.00
0041 0449 41190 Recreation Programs	-20,103.80	-6,986.66	-7,825.00	-3,491.55	-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 0571 41190 Rec Ultimate Frisbee Reven	.00	.00	-11,916.00	-9,260.00	.00
0041 0606 41190 CPR/First Aid Revenues	.00	-150.00	1,451.20	-760.00	.00
TOTAL Recreation Related Reven	-338,899.65	-335,257.24	-440,759.48	-540,606.23	-726,143.00
0043 Park Revenues					
0043 0391 Field Usage Fees	-13,397.04	-8,372.08	-10,207.56	-5,274.00	-10,000.00
0043 0431 Outside Details	.00	.00	-1,909.49	-1,043.80	.00
0043 0617 Twin Brooks Donations	.00	-152.00	-47.00	-23.00	.00
TOTAL Park Revenues	-13,397.04	-8,524.08	-12,164.05	-6,340.80	-10,000.00
0045 Library Related Revenues					
0045 0379 Library Interest Income	-159.60	-60.48	-227.17	.00	-200.00

03/22/2017  
15:31:47

TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT  
REVENUES  
FOR PERIOD 09 OF 2017

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glactrpt

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
0045 0392 Library Fines	-3,158.85	-4,506.42	-3,267.41	-2,471.28	-3,500.00
0045 0394 Misc. Library Revenue	-855.50	-1,168.50	-907.45	-1,291.86	.00
TOTAL Library Related Revenues	-4,173.95	-5,735.40	-4,402.03	-3,763.14	-3,700.00
TOTAL General Fund	-2,866,177.05	-2,992,502.16	-3,660,839.42	-3,868,745.97	-4,798,390.00
TOTAL REVENUES	-2,866,177.05	-2,992,502.16	-3,660,839.42	-3,868,745.97	-4,798,390.00
GRAND TOTAL	-2,866,177.05	-2,992,502.16	-3,660,839.42	-3,868,745.97	-4,798,390.00



# EXPENSES



03/22/2017  
15:29:43

TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT  
EXPENSES  
FOR PERIOD 09 OF 2017

PAGE 1  
glactrpt

ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
<hr/>					
10 General Government					
<hr/>					
130 Administration	388,282.30	422,225.33	439,430.36	449,020.43	539,990.00
140 Assessor	80,587.49	67,077.85	70,807.58	59,195.19	84,392.00
150 Town Clerk	131,164.09	150,079.03	164,758.29	155,431.71	204,682.00
160 Technology	149,080.60	134,144.16	134,413.35	157,490.32	179,227.00
165 Elections	2,725.55	10,149.48	3,044.43	7,699.62	14,103.00
170 Planning	42,597.17	45,112.85	51,875.35	45,930.48	60,521.00
190 Legal	16,823.33	44,260.92	34,958.26	33,363.56	42,500.00
999 Finance/GAAP entries	.00	.00	-69.04	.00	.00
TOTAL General Government	811,260.53	873,049.62	899,218.58	908,131.31	1,125,415.00
20 Public Safety					
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210 Police	839,372.92	917,913.32	1,043,599.58	1,003,311.46	1,251,821.00
220 Fire	571,876.10	664,037.39	663,257.85	716,152.93	892,066.00
240 Code Enforcement	50,077.93	71,238.86	83,351.14	68,364.94	78,681.00
260 Animal Control	27,379.28	21,812.67	25,021.33	23,818.47	31,048.00
TOTAL Public Safety	1,488,706.23	1,675,002.24	1,815,229.90	1,811,647.80	2,253,616.00
30 Public Services					
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310 Public Works	780,104.93	818,766.65	798,878.81	906,536.27	1,079,901.00
320 Waste Disposal	366,718.25	329,208.47	348,543.48	311,193.97	507,051.00
430 Parks	125,966.96	168,726.63	170,841.89	160,103.91	241,284.00
440 West Cumberland Rec	4,764.67	4,070.10	2,975.01	4,126.43	7,775.00
470 Historical Society Building	.00	.00	1,980.50	2,472.01	3,952.00
TOTAL Public Services	1,277,554.81	1,320,771.85	1,323,219.69	1,384,432.59	1,839,963.00
37 Val Halla Golf Club					
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350 Valhalla-Club	.00	.00	25,758.38	25,970.38	34,450.00
360 Valhalla-Course	.00	.00	326,223.72	322,938.89	459,857.00

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TOWN OF CUMBERLAND  
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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	168,461.57	172,549.35	201,158.00
TOTAL Val Halla Golf Club	.00	.00	520,443.67	521,458.62	695,465.00
40 Recreation					
370 Valhalla-Pro Shop	.00	.00	.00	1,290.00	.00
410 Recreation	498,369.09	575,939.30	617,206.70	668,907.52	839,396.00
TOTAL Recreation	498,369.09	575,939.30	617,206.70	670,197.52	839,396.00
45 Library					
450 Library	296,217.05	295,557.56	297,471.48	300,180.70	417,655.00
TOTAL Library	296,217.05	295,557.56	297,471.48	300,180.70	417,655.00
50 Health & Welfare					
580 General Assistance	30,982.14	25,130.41	21,225.54	28,082.18	35,000.00
590 Health Services	7,981.00	9,481.00	12,481.00	12,831.95	13,375.00
TOTAL Health & Welfare	38,963.14	34,611.41	33,706.54	40,914.13	48,375.00
90 Other					
620 Cemetery Association	25,700.00	22,500.00	38,100.00	27,925.00	26,700.00
630 Conservation Commission	3,410.00	2,902.51	6,046.68	3,404.23	6,000.00
800 Fire Hydrants	43,254.07	40,782.82	41,343.32	42,726.69	67,425.00
810 Street Lighting	25,140.56	28,455.46	29,443.25	26,172.96	38,850.00
830 Contingent	11,275.08	.00	3,908.70	18,174.41	10,000.00
840 Municipal Building	136,743.61	124,534.56	58,333.22	55,485.84	73,254.00
850 Abatements	20,527.70	72,683.24	80,472.57	42,276.19	20,000.00
TOTAL Other	266,051.02	291,858.59	257,647.74	216,165.32	242,229.00
98 Fixed Expenses					

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ACCOUNTS FOR:	PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001      General Fund	ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
650 Debt Service	715,607.82	721,098.74	773,245.01	812,895.80	958,471.00
750 Insurance	275,010.53	172,019.81	187,028.53	178,600.55	276,607.00
860 MSAD #51	10,274,418.31	10,734,979.50	11,667,788.19	12,045,355.56	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	13,064,404.66	13,648,039.05	14,556,992.73	14,850,823.91	19,109,524.00
TOTAL General Fund	17,741,526.53	18,714,829.62	20,321,137.03	20,703,951.90	26,571,638.00
TOTAL EXPENSES	17,741,526.53	18,714,829.62	20,321,137.03	20,703,951.90	26,571,638.00
GRAND TOTAL	17,741,526.53	18,714,829.62	20,321,137.03	20,703,951.90	26,571,638.00