

AGENDA

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, April 8, 2013

7:00 p.m. Call to Order

I. CALL TO ORDER

II. APPROVAL OF MINUTES

March 25, 2013

April 2, 2013

III. MANAGER'S REPORT

IV. PUBLIC DISCUSSION

V. LEGISLATION AND POLICY

- 13 – 060** To hear a state of the Fire Department report from Fire Chief Small.
- 13 – 061** To hold a Public Hearing to consider and act on the award of a 3-year solid waste and recycling pick-up contract.
- 13 – 062** To hold a Public Hearing to consider and act on a Mass Gathering Permit for Binnie Media for Maine's Ultimate Yard Sale to be held on June 8, 2013 from 9:00 a.m. to 2:00 p.m. at the Cumberland Fairgrounds.
- 13 – 063** To consider and act on amendments to the ICMA plan loan provisions.
- 13 – 064** To appoint a member to the Planning Board.
- 13 – 065** To establish a charge and appoint members to the Comprehensive Plan Update Committee.
- 13 – 066** To consider and act on authorizing the Town Manager to sign a 5-year Municipal Lease Purchase Agreement with Gorham Savings Leasing Group, LLC, for a photocopier at Town Hall.
- 13 – 067** To appoint Alyssa Tibbetts as Assistant Town Manager.
- 13 – 068** To sign a cover letter for the Memorandum of Understanding to Summit Natural Gas of Maine in support of local area contractors.
- 13 – 069** To consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, amendments to the Official Cumberland Zoning Map.
- 13 – 070** To consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 315 (Zoning), Section 48 (Erosion and sedimentation control) of the Cumberland Code.
- 13 – 071** To consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 229 (Site Plan Review), Section 11 (Expiration of approval) of the Cumberland Code.

- 13 – 072** To set a Public Hearing date (April 22nd) to consider and act on a Mass Gathering Permit for the 3rd Annual Cumberland Sho-n-Shine to be held on June 9th from 8:00 a.m. to 3:00 p.m. at the Cumberland Fairgrounds.
- 13 – 073** To set a Public Hearing date (April 22nd) to consider and act on a Mass Gathering Permit for the Chickadee Classic Dog Show to be held June 20th – 23rd from 8:00 a.m. to 5:00 p.m., at the Cumberland Fairgrounds.

VI. NEW BUSINESS

VII. ADJOURNMENT

MOTIONS

MOTIONS

- 13 – 060 No action.**
- 13 – 061 I move to award** a 3-year solid waste and recycling pick-up contract to Waste Management of Maine, Inc.
- 13 – 062 I move to approve** the Mass Gathering Permit for Binnie Media for Maine's Ultimate Yard Sale to be held on June 8, 2013 from 9:00 a.m. to 2:00 p.m. at the Cumberland Fairgrounds.
- 13 – 063 I move to authorize** Town Manager to enter into an agreement with ICMA to amend the retirement plan loan provisions to allow employees to work directly with ICMA to make arrangements for loans and loan repayments.
- 13 – 064 To appoint** Joshua Saunders to the Planning Board.
- 13 – 065 I move to charge** the Cumberland Comprehensive Plan Update Committee to review and provide recommendations to the Town Council for revisions and/ or updates to key elements of the 2009 Comprehensive Plan. The Town Council would like the Committee to focus their review on:
- Updating chapters relating to demographics from the 2010 census
 - Current Land use Housing Trends
 - Public facilities and Infrastructure

The Committee is requested to present their recommendations to the Town Council no later than November 26, 2013.

FURTHER, I move to appoint the following committee members:

Shirley Storey King (Town Council)

George Turner (Town Council)

Peter Bingham (Planning Board)

Peter Sherr (Planning Board) *to be confirmed

April Caron

Jim Guidi

Terry Maloney-Kelly

- 13 – 066 I move to authorize** the Town Manager to sign a 5-year Municipal Lease Purchase Agreement with Gorham Savings Leasing Group, LLC, for a photocopier at Town Hall.
- 13 – 067 I move to appoint** Alyssa Tibbetts as Assistant Town Manager.
- 13 – 068 I move to endorse** a cover letter for the Memorandum of Understanding to Summit Natural Gas of Maine in support of local area contractors.

- 13 – 069 I move to forward** to the Planning Board for a Public Hearing and recommendation, amendments to the Official Cumberland Zoning Map.
- 13 – 070 I move to forward** to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 315 (Zoning), Section 48 (Erosion and sedimentation control) of the Cumberland Code.
- 13 – 071 I move to forward** to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 229 (Site Plan Review), Section 11 (Expiration of approval) of the Cumberland Code.
- 13 – 072 I move to set** a Public Hearing date of April 22nd to consider and act on a Mass Gathering Permit for the 3rd Annual Cumberland Sho-n-Shine to be held on June 9th from 8:00 a.m. to 3:00 p.m. at the Cumberland Fairgrounds.
- 13 – 073 I move to set** a Public Hearing date of April 22nd to consider and act on a Mass Gathering Permit for the Chickadee Classic Dog Show to be held June 20th – 23rd from 8:00 a.m. to 5:00 p.m., at the Cumberland Fairgrounds.

MINUTES

03-25-13

MINUTES

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, March 25, 2013

6:00 p.m. Workshop: To hear a presentation re: train service to Auburn passing through Cumberland near Middle Road

7:00 p.m. Call to Order

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

Excused: Councilor Perfetti

I. APPROVAL OF MINUTES

Motion by Councilor Gruber, seconded by Councilor Jennings to approve the March 11, 2013 minutes as presented.

VOTE: 6-0

UNANIMOUS PASSAGE

II. MANAGER'S REPORT

Nomination papers are available now for School Board and Town Council seats.

We received word today from the Commissioner of Education that we have been granted an additional School Board member. The additional seat will be a 2-year term. There are 3 Cumberland School Board seats that on the ballot in the June election.

III. PUBLIC DISCUSSION

None

IV. LEGISLATION AND POLICY

13 – 049 To hold a Public Hearing to consider and act on a Mass Gathering Permit for the Cumberland Youth Boys Lacrosse Jamboree to be held on May 4th from 8:00 a.m. to 5:00 p.m. at Twin Brook Recreation Facility.

Chairman Stiles opened the Public Hearing.

Public comment: None

Councilor Gruber requested that the Manager look into requiring groups such as these to have recycling bins for empty water bottles, etc.

Chairman Stiles closed the Public Hearing.

Motion by Councilor Copp, seconded by Councilor Gruber, to approve the Mass Gathering Permit for the Cumberland Youth Boys Lacrosse Jamboree to be held on May 4th from 8:00 a.m. to 5:00 p.m. at Twin Brook Recreation Facility.

VOTE: 6-0

UNANIMOUS PASSAGE

13 – 050 To hold a Public Hearing to consider and act on a Mass Gathering Permit for the Cumberland Youth Girls Lacrosse Round Robin to be held on June 1st from 8:00 a.m. to 5:30 p.m. at Twin Brook Recreation Facility.

Chairman Stiles opened the Public Hearing.

Public comment: None

Chairman Stiles closed the Public Hearing.

Motion by Councilor Storey-King, seconded by Councilor Turner, to approve the Mass Gathering Permit for the Cumberland Youth Girls Lacrosse Round Robin to be held on June 1st from 8:00 a.m. to 5:30 p.m. at Twin Brook Recreation Facility.

VOTE: 6-0

UNANIMOUS PASSAGE

13 – 051 To set a Public Hearing date (April 8th) to consider and act on the award of a 3-year solid waste and recycling pick-up contract.

Town Manager Shane explained that this contract comes up every three years and the request for bids has been advertised.

Motion by Copp, seconded by Councilor Gruber, to set a Public Hearing date of April 8th to consider and act on the award of a 3-year solid waste and recycling pick-up contract.

VOTE: 6-0

UNANIMOUS PASSAGE

13 – 052 To set a Public Hearing date (April 8th) to consider and act on a Mass Gathering Permit for Binnie Media for Maine's Ultimate Yard Sale to be held on June 8, 2013 from 9:00 a.m. to 2:00 p.m. at the Cumberland Fairgrounds.

Councilor Turner said that he has heard comments in the past about smoking at this event and the poor quality of the items being sold (like dollar store items being resold).

Town Manager Shane said he would ask Mike Timmons of the Cumberland Farmers Club to be present on April 8th to answer questions and address concerns.

Motion by Councilor Turner, seconded by Councilor Jennings, to set a Public Hearing date of April 8th to consider and act on a Mass Gathering Permit for Binnie Media for Maine's Ultimate Yard Sale to be held on June 8, 2013 from 9:00 a.m. to 2:00 p.m. at the Cumberland Fairgrounds.

VOTE: 6-0

UNANIMOUS PASSAGE

13 – 053 To consider and act on authorizing the Town Manager to enter into a Memorandum of Understanding with Summit Natural Gas of Maine.

Town Manager Shane explained that this is the culmination of many years of work between Cumberland, Falmouth and Yarmouth. We are now at the place where we are ready to put together an understanding that the communities have some expectations going into this project. Summits proposals looks like it will be very favorable to our residents, saving them approximately 40% compared to what is presently available to them.

Last week, the Governor made some comments that were not very favorable of Summit Natural Gas because of a Project Labor Agreement that is on the Kennebec Valley line. That project requires the steel portion to be done by union contractors. Unless a state contractor wishes to enter into an agreement to pay union wages, union dues, etc., that contractor would be excluded from bidding that portion of the job. Tim Johnston of Summit Natural Gas has told the Manager that we will have a Project Labor Agreement on the steel pipe of our project, but not on the plastic pipe. We have also asked Mr. Johnston to look at the proposals to see if language can be added to ensure that local subcontractors are looked upon more favorably than out of state subcontractors.

Manager Shane said that the Town of Yarmouth has passed this MOU by unanimous vote.

Town Manager Shane said that the Town will file with the Public Utilities Commission in early May and will start our informational neighborhood meetings in the fall.

Councilor Gruber suggested a letter be attached to the MOU stating that the Council supports the use of local contractors. Even though technically the MOU is not a binding, legal document, it is important to show our support to the local, non-union contractors.

Town Manager Shane said that he will draft a letter for the Council to review and sign at their next meeting.

Chairman Stiles reminded everybody that Summit has the right to file with the PUC and start the project without any input from the Town.

Town Manager Shane said that is true, but it is in their best interest to work collaboratively with us because the Town controls the road opening and utility location permits.

Councilor Jennings thanked the Manager and staff for doing an amazing job with this project.

Motion by Councilor Gruber, seconded by Councilor Jennings, to authorize the Town Manager to enter into a Memorandum of Understanding with Summit Natural Gas of Maine.

VOTE: 6-0 UNANIMOUS PASSAGE

13 – 054 To consider and act on authorizing the Town Manger to approve a 3-year contract with Time Warner for internet access.

Town Manager Shane explained that per the Town Charter, the Council has to approve any contract over 1 year. This contract reflects a savings of \$2,100 per year, which is great news.

Motion by Councilor Jennings, seconded by Councilor Turner, to authorize the Town Manger to approve a 3-year contract with Time Warner for internet access.

VOTE: 6-0 UNANIMOUS PASSAGE

13 – 055 To consider and act on authorizing the Town Manager to accept delinquent taxes and issue a quitclaim deed, upon receipt of \$28,882.39 for property located at 32 Sullivan Drive, Tax Map R03/Lot 10A.

Town Manager Shane explained that he and Town Clerk, Tammy O'Donnell met to review the foreclosed property list and came up with a plan to maximize our return. Tammy did a phenomenal job on the coordination of an auction of foreclosed property. In this particular case, the Town worked with the property owner, who had two foreclosed properties. We were able to cover the delinquent taxes on both properties and allow the property owner to make approximately \$8,000. This is a win-win for both parties.

Motion by Councilor Copp, seconded by Storey-King, to authorize the Town Manager to accept delinquent taxes and issue a quitclaim deed, upon receipt of \$28,882.39 for property located at 32 Sullivan Drive, Tax Map R03/Lot 10A.

VOTE: 6-0 UNANIMOUS PASSAGE

13 – 056 To consider and act on authorizing the Town Manager to accept delinquent taxes and issue a quitclaim deed, upon receipt of \$20,577.17 for property located at 26 Sullivan Drive, Tax Map R03/Lot 10B.

Chairman Stiles explained that this is the same situation as the previous item.

Motion by Councilor Storey-King, seconded by Councilor Gruber, to authorize the Town Manager to accept delinquent taxes and issue a quitclaim deed, upon receipt of \$20,577.17 for property located at 26 Sullivan Drive, Tax Map R03/Lot 10B.

VOTE: 6-0

UNANIMOUS PASSAGE

13 – 057 To appoint members to vacant board and committee seats.

Motion by Councilor Turner, seconded by Councilor Copp, to appoint the following to Boards/Committees:

Jeff Davis, Planning Board

Bill Mullin, Shellfish Conservation Commission and Lands & Conservation

Deb Towle, Val Halla Board of Trustees

Lloyd Doughty, Val Halla Board of Trustees

Bill Hansen, Val Halla Board of Trustees

VOTE: 6-0

UNANIMOUS PASSAGE

13 – 058 To hold a Public Hearing to consider and act on adoption of the FY'14 Municipal Budget.

Chairman Stiles opened the Public Hearing.

Councilor Gruber explained that he will be reviewing the Managers answers to the questions that the Council raised during their March 16th budget workshop:

1. Overtime amount in the Town Clerk's budget for Elections.

Upon further inspection, the overtime for the past three fiscal years has been a result of work around the elections. The Town of Cumberland is most passionate about making voting accessible to all of its residents and tries even with increasing roadblocks by the state, to make voting easy. If the Town Council wishes to eliminate the overtime from the budget, I will work with the Town Clerk to make this happen requiring more salaried employees to participate in evening and weekend voting hours so that the public is not impacted. I have removed the \$900 from the budget and will work with the Town Clerk to insure no change in the current level of service occurs.

2. IT budget reduce the internet access expense from \$4,920 to \$2,800 \$2,760.

I have adjusted the IT budget to be reflective of the new internet charges and reduced the budget by \$2,156. The new contract will be on your agenda for approval on March 25, 2013.

3. Might be a good drill to do, by having a Cost/Benefits Analysis on the 8 I-Pads.

The Cost/ Benefit Analysis will be submitted to the Finance Committee for review and approval prior to any purchase. The monies are in this year's capital budget and will not be expended unless approved and authorized. Currently 24 days are spent on copying and developing Council Packets. A cost analysis showed a savings of \$4,854.75 per year by switching to paperless Council meeting materials.

Council packet preparation cost analysis:

Personnel hourly rate for FY2014	\$26.00	
FICA/Med per hour	\$1.99	
MSRS per hour	\$2.05	
LTC per hour	\$0.06	
Life	\$0.17	
Vision per pay period		\$17.24
Health insurance - ER portion per pay period		\$1,004.22
Vision - average cost per hour for 33 hour work week	\$0.26	
Health insurance - average cost per hour for 33 hour work week	\$15.22	
Fully loaded cost per hour	\$45.76	

Staff cost to prepare binders for Council packets	
1/2 day to coordinate documents, 1 day to copy: total 36 days/year	\$13,178.12
Other costs:	
paper (avg 3/4 ream per binder per meeting)	\$576.00
toner/copier costs	\$1,440.00
	\$15,194.12

Staff cost to prepare electronic Council packets	
1/2 day per meeting to coordinate documents: total 12 days/year	\$4,392.71
Other costs:	
ipad purchases (amortized over 3 years)	\$1,856.67
licenses/app costs: PDF Expert & MS QuickOffice	\$240.00
Cellular data plan	\$3,840.00
Estimated costs for iPad Council packets	\$10,339.37

Estimated Cost Savings	\$4,854.75
Estimated Productivity Saved	24 Days

4. Police Budget, Reduce overtime by \$5,000.

I have cut the overtime budget to **\$31,000** and we will keep the Finance Committee informed on the OT usage with monthly reports. Once the Department has reached milestones of 50% and 75% I will give the Finance Committee projections of anticipated end of year OT estimations.

5. Review potential regionalization opportunities with Yarmouth and Falmouth for a combined Fire ladder truck.

As all communities are in the middle of FY 2014 Budgets right now, I will send a note to both communities about getting together with the Fire Chiefs and Town Managers to consider the consolidation of ladder trucks. I will keep the Town Council apprised of the discussions and progress and provide an interim report by the end of the year report to the next budget cycle.

As of 3/20/13 all Fire Chiefs and Town Managers have been contacted. A meeting will be scheduled once all towns have completed their FY 2014.

6. Have Chief Dan Small talk to the Town Council about dispatching procedures.

I have communicated with the Fire Chief today to prepare his April report to the Town Council to explain dispatching procedures, coverage areas, reciprocity of service this year and the past 3 years.

On March 19th, Chief Small and I met to discuss a "State of the Fire Department Report" that he will present to you on April 8, 2013 at 7 PM. He is prepared to discuss a variety of topics that were raised in our Saturday Budget Workshop along with any other questions or concerns you may have.

7. More details for the part time expenses in the CEO budget.

I will provide additional details for you related to this request and clean-up the existing detail sheet in the budget.

The Budget sheet was cleaned up to better detail the costs
Additional materials were provided to show historical costs over time.

CODE ENFORCEMENT 1010 Part-Time Wages						
ACCOUNT NUMBER	DESCRIPTION	FY 2012 ACTUAL	FY 2013 BUDGET	FY 2014 PROPOSED	DIFFERENCE DOLLAR	DIFFERENCE %
0241-1010	Code Enforcement Part Time Wages	\$ 7,920	\$ 9,373	\$ 12,145	\$ 5,974	95.93%
COLA Rate Change		2.0%		Formula		1.02
2013 Hourly Rate		2013 Annual Budget	2014 Proposed Hourly Rate	2014 Annual Budget	FICA/Med	
Hourly employee	Stanford Brown	\$ 16.62	\$ 2,593	\$16.95	\$ 2,645	\$ 202
Richard Wentworth		\$60 per inspection		\$ 7,600		
Dan Small	All Building Insp.			\$ 2,900		
Total Budgeted Part-Time Wages				\$ 12,145		

Copy of Code Enforcement Revenues-Expenses REV by WCL.xlsx
Prepared: 3/19/2013 10:18 AM

	# Permits: Building	# Permits: Electrical	# Permits: Plumbing	# Permits	Revenues: Building	Revenues: Electrical	Revenues: Plumbing	Revenues Collected	PT Wages	CEO Total Expense	Revenue in excess / (short) of expenses
FY2008	206	145	140	491	\$49,568	\$12,506	\$12,697	\$74,771	\$22,380	\$77,921	(\$3,150)
FY2009	151	122	121	394	\$29,631	\$9,026	\$5,610	\$44,267	\$9,982	\$73,238	(\$28,971)
FY2010	181	133	124	438	\$38,492	\$10,315	\$9,393	\$58,200	\$5,807	\$67,597	(\$9,397)
FY2011	180	133	89	402	\$34,185	\$13,510	\$7,820	\$55,514	\$4,932	\$72,543	(\$17,029)
FY2012	224	160	133	517	\$60,717	\$14,584	\$13,458	\$88,759	\$7,926	\$77,773	\$10,986
FY2013 YTD 02/13**	147	118	104	369	\$61,091	\$10,195	\$11,501	\$82,787	\$5,056	\$39,420	\$43,367
FY2014 Proposed	225	175	140	540	\$70,000	\$15,000	\$15,000	\$100,000	\$12,145	\$86,458	\$13,542

Primary Use of Part Time Assistance

**does not include wages for Pam Bosarge - this is usually added via journal entry at fiscal year end.

CEO Bill Longley does majority of Building and Plumbing inspections and some limited Electric when Stan or Richard are not available.

Alt. Stan Brown covers for Building and Plumbing and is primary Electric Inspector when available.

Alt. Richard Wentworth covers for Stan when not available for Electric only!

Alt. Dan Small covers for Building Inspections when Bill and Stan not available.

C:\Users\wshane\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\500CSJCQ\Copy of Code Enforcement Revenues-Expenses REV by WCL.xlsx

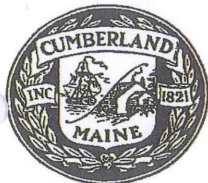
8. Clean-up the numbers for public works.

Item completed on Saturday after the Budget Meeting. They were reposted on Monday.

9. West Cumberland Playground – prepare overview and funding alternatives with impact fees.

I will work with Staff to prepare a report for the Town Council on Monday, March 25, 2013.

I will not have detailed analysis (specific equipment, location, planning board review, etc.), but generally that \$25,000 will be needed to begin the process and anticipated fees from the two Subdivisions on Rte. 100 will total around \$31,500.



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

To: Town Council
From: William R. Shane, Town Manager
Date: March 20, 2013
Re: Playground Funding – Deficit Funding Options

You have the option to fund this project directly from the General Fund, Fund Balance, or Deficit fund the project based upon an expected \$31,000 in revenues from impact fees from the two affordable housing subdivisions on Route 100.

We have similar deficit funds established for the Route One CTC parking lot which pay the Town approximately \$16,000 per year. Drowne Road School renovations were set up with a deficit fund and annual payments from MSAD 51 were received to offset the annual bond cost of the upgrades.

We are prepared to respond to the Council's directive and will adjust impacted budgets or accounts accordingly. If added to the budget this year, \$31,000 in expenses would need to be cut or the mil rate increased by $.0083 \times 3.1 = \$0.026$

\$10,000	\$	0.0083
\$100,000	\$	0.0827
1,000,000	\$	0.8269

Office of the Town Manager, Town of Cumberland • 290 Tuttle Road, Cumberland, Maine 04021
Telephone (207) 829-2205 Fax (207) 829-2224

10. Remove Community Counseling Center of \$2,500 from the budget.

Done

Councilor Storey-King explained that this was a new request for non-profit assistance this year. This is one of many non-profits we get requests for assistance from. The Council chose not to approve this particular one. She said that she personally feels that our community has proven again and again that we take care of one another.

11. Obtain financial statement from the Cemetery Association.

CUMBERLAND CEMETERY ASSOCIATION						
Profit and Loss for 2012 and 2011, Comparison of Budget to Actual, and Proposed 2013 Budget						
	Jan - Dec 12	Jan - Dec 11	\$ Change	2012 Budget	2012 Variance	Proposed 2013 Budget
Ordinary Income/Expense						
Income						
Burial administrative fee	4,200.00	2,275.00	1,925.00	3,150	1,050	3,400
Interest and Dividend Income	218.85	854.58	-635.73	700	(481)	100
Sales Proceeds	1,350.00	3,600.00	-2,250.00	3,900	(2,550)	3,150
Contributions Income						
Appropriation, Town of Cumber.	22,500.00	22,000.00	500.00	22,000	500	22,500
Total Contributions Income	22,500.00	22,000.00	500.00			
Interest, Perpetual Care Funds						
Custody of Association	6,862.82	6,677.85	184.97	5,500	1,363	6,000
Total Interest, Perpetual Care Funds	6,862.82	6,677.85	184.97			
Total Income	35,131.67	35,407.43	-275.76	35,250	(118)	35,150
Expense						
Cemetery Maintenance						
Cemetery Superintendent Fees	1,800.00	1,800.00	0.00	1,800	-	1,800
Special maintenance projects	5,048.68	9,304.83	-4,256.15	8,000	(2,951)	8,000
Cemetery Maintenance - Other	21,200.00	21,200.00	0.00	21,200	-	21,200
Total Cemetery Maintenance	28,048.68	32,304.83	-4,256.15			31,000
Conferences	0.00	50.00	-50.00	50	(50)	50
Bank Service Charges	480.00	300.00	180.00	300	180	300
Dues and Subscriptions				25	(25)	25
Office Supplies & Expenses				50	(50)	50
Miscellaneous				25	(25)	25
Professional Fees						
Investment Management Services	1,863.57	1,825.80	37.77	1,900		1,900
Management	750.00	750.00	0.00	750	-	750
Accounting	750.00	750.00	0.00	750	-	750
Total Professional Fees	3,363.57	3,325.80	37.77		3,364	
Utilities						
Water	202.45	202.45	0.00	210	(8)	210
Total Utilities	202.45	202.45	0.00			
Total Expense	32,104.70	36,183.08	-4,078.38	35,060	(2,955)	35,060
Net Ordinary Income	3,026.97	-775.65	3,802.62	190	2,837	90
Other Income/Expense						
Other Income						
Realized gain/ (loss) PCF	315.54	-1,711.48	2,027.02			
PCF Unrealized gains/(losses)	18,209.78	-4,257.76	22,467.54			
Unrealized gains/(losses)	0.00	-312.93	312.93			
Total Other Income	18,525.32	-6,282.17	24,807.49	6,800	11,725	6,300
Net Other Income	18,525.32	-6,282.17	24,807.49			
Net Income	21,552.29	-7,057.82	28,610.11	6,990	14,562	6,390

12. Look into GA rental assistance for recurring payments.

I will ask our GA staff to provide a general report on how the rental assistance works and what measures are used to prevent abuse.

Spoke to GA staff and was informed the situation was primarily related to a serious illness and no other alternative were available. The Rent prices are negotiated with GA person and the landlord.

If the landlord does not accept the partial payment as full rent, then no payment is made. These funds are 50% reimbursable if the paperwork and the MMA guidelines are followed.

13. Resolution on the Homestead cuts by Governor.

I will have sample resolutions for you to examine and will recommend you consider them under new business versus an agenda item. If satisfied, you can place them on the agenda for April 8, 2013.

Brad Hilton of Blanchard Road said that as a retired person, he has worked hard to reduce his monthly bills. The one that he has no control over is his property tax bill. There are a lot of retired people in our community whose expenses continue to go up and their revenues are not keeping up with the rise of expenses. The Homestead Exemption is an important savings for them.

Mr. Hilton said that he feels the paving plan seems like a little bit of overkill to him given the population and the condition of our roads. Our budget was increased last year and again this year for paving. Paving was the largest percentage increase in this year's budget. He feels that the budget can remain at the same number as last year. It will delay some things, but it would be adequate for our community.

Councilor Turner replied that the paving plan will not improve our infrastructure, but rather maintain it in such a way that it will hopefully not cost future residents exorbitant taxes. If the Council does not make decisions such as this, the Town will be in worse shape down the road and it will cost a fortune to repair them.

In regard to the playground in West Cumberland, Mr. Hilton said that he is all for it. He is confused about the fact that the Town will use impact fees to fund it. When the impact fee ordinance was amended, it was agreed that impact fees would be dedicated to reduce the debt on Rines Forest.

Chairman Stiles explained that as part of the Contract Zone Agreement for the two developments in West Cumberland, it was agreed that the impact fees would stay in West Cumberland. Any other impact fees collected throughout Town will go to pay down the Rines Forest debt.

14. Cost Benefit Analysis for Contracting plow routes versus buying trucks and using year round labor.

I will prepare a more detailed report for the Finance Committee relative to his request. The quick estimate is that a Public Works employee with gross pay and couple only health plan coverage is approximately \$70,000 per year inclusive of overtime. A \$160,000 plow truck depreciated over 13 years with \$8,000 average per year maintenance and fuel costs = \$12,300 per year. Total \$82,300. A plow route could be contracted out for less than \$30,000 per year leaving \$50,000 for contracted services for Spring/Summer/Fall.

15. Did the Town's contribution to health care appear on this year's W-2 forms?

Yes in Box 12

Town of Cumberland Employee Benefits
Health Insurance plan costs
Fiscal Year 2013

	PPO Premiums		HDHP Premiums	
	Employee	Town	Employee	Town
Annual cost:				
Single	\$ 584	\$ 5,255	\$ 458	\$ 4,125
Couple	\$ 1,169	\$ 10,518	\$ 917	\$ 8,253
Parent & Child	\$ 1,110	\$ 9,991	\$ 871	\$ 7,839
Family	\$ 1,706	\$ 15,356	\$ 1,339	\$ 12,051

Employee contribution shown for a person who fully participates in Wellness
 No Participation results in a doubling of this amount - marginal participation can increase costs by 50%

	PPO		HDHP	
	# Employees	Town	# Employees	Town
# employees:				
Single	5	\$ 26,273	9	\$ 37,121
Couple	2	\$ 21,036	8	\$ 66,023
Parent & Child	2	\$ 19,982	2	\$ 15,677
Family	5	\$ 76,780	9	\$ 108,455
Total premiums	14	\$ 144,071	28	\$ 227,276

* some elections have changed during the year, so these are approximate amounts

Employee contribution shown for a person who fully participates in Wellness
 No Participation results in a doubling of this amount - marginal participation can increase costs by 50%

c Employer's name, address and ZIP code	
TOWN OF CUMBERLAND	
290 TUTTLE ROAD	
CUMBERLAND, ME 04021	
7 Social security tips	8 Allocated tips
10 Dependent care benefits	11 Nonqualified plans
.12b	.12c
DD	11062.32

DD - Cost of employer-sponsored health coverage. The amount reported with Code DD is not taxable.

16. Police Maintenance Agreements seem to be running behind past years- is there an explanation?

Yes. The IMC contract agreement had not yet been paid. The invoice was processed this week bringing the current historical to actual spending current with previous periods of the Police budget.

Chairman Stiles closed the Public Hearing.

Motion by Councilor Copp, seconded by Councilor Jennings, to approve the FY'14 Municipal Budget not to exceed \$9,053,493.00

VOTE: 6-0

UNANIMOUS PASSAGE

V. NEW BUSINESS

Councilor Turner – The Town lost a dear friend and tremendous asset when Barbara Garsoe passed away last week. He attended the funeral and thought how extraordinary it was that the service for an almost 94 year old woman had the church packed to capacity. His heart goes out to the Garsoe family.

Councilor Copp – None

Councilor Storey-King – Thank you to the middle school students who brought in food to donate to the Food Pantry during Spirit Week.

Last Wednesday she attended the second planning meeting to honor Korean War Veterans on Veterans Day this year. Plans are coming along for a nice celebration that will make the veterans feel special.

Councilor Gruber – He attended his first PACTS (Portland Area Comprehensive Traffic Study) meeting recently. It is interesting to see the value of what PACTS does and the potential funding for the Town. There is a lot of competition between towns for funding.

He received a letter notifying him that he was nominated for the Red Cross Maine Real Hero Award. Although he did not win, he appreciates the nomination. He thanked Councilor Storey-King for the nomination.

The Food Pantry continues to do well. They get many requests from other communities for tours of our pantry. He feels it is becoming a model for the state. He thanked Bill and Linda Shane for all their hard work, as well as the many other volunteers. 27 families will be receiving Easter food baskets this week.

Chairman Stiles – He hopes people will remember to donate funds to the Food Pantry so the Manager can attend the 4-H auction at the fair this year to purchase pork and beef for the Food Pantry.

Councilor Jennings – Asked the Manager if the Food Pantry needed donations in order to make the Easter food baskets.

Town Manager Shane said that donations are always needed and appreciated.

Town Manager Shane – The deadline for accepting names to be engraved on the Veterans Monument is this Thursday. We have 43 names to be engraved in time for Memorial Day.

On April 3rd the Lands & Conservation Commission will hold a site walk in the Town Forest to look at the proposed harvesting plan for next year, and looking at invasive species.

Homes are starting to be constructed in both the Route 100 subdivisions. These homes will be priced between \$220,000 & \$225,000. This is an exciting project for the Town.

VI. EXECUTIVE SESSION: pursuant to 1 M.R.S.A., § 405(6)(A)(1) re: personnel matter
Motion by Councilor Jennings, seconded by Councilor Turner, to recess to Executive Session pursuant to 1 M.R.S.A., § 405(6)(A)(1) re: a personnel matter.

VOTE: 6-0 UNANIMOUS PASSAGE

TIME: 8:24 p.m.

Motion by Councilor Turner, seconded by Councilor Copp to authorize the Town Council Chairman to meet with the Town Manager and review the Managers evaluation and authorize a bonus of \$5,000 for exceptional work performance in FY'13.

VOTE: 6-0 UNANIMOUS PASSAGE

VII. ADJOURNMENT

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

VOTE: 6-0 UNANIMOUS PASSAGE

TIME: 8:53 p.m.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

MINUTES

04-02-13

MINUTES

Cumberland Town Council Special Meeting
Town Council Chambers
TUESDAY, April 2, 2013

5:00 p.m. Call to Order

Present: Councilors Stiles, Turner, Copp, Perfetti, Gruber, and Jennings

Excused: Councilor Storey King

I. LEGISLATION AND POLICY

13 – 059 To countersign the Warrant and Notice of Election calling the June 11, 2013 M.S.A.D. 51 Budget Validation Referendum.

Motion by Councilor Copp, seconded by Councilor Turner, to countersign the Warrant and Notice of Election calling the June 11, 2013 M.S.A.D. 51 Budget Validation Referendum.

VOTE: 6-0 UNANIMOUS PASSAGE

II. ADJOURNMENT

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

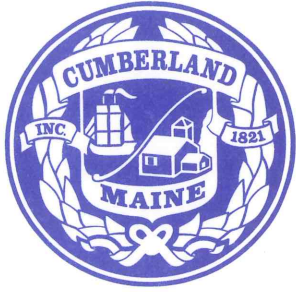
VOTE: 6-0 UNANIMOUS PASSAGE

TIME: 5:03 p.m.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

MANAGER'S REPORT



TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland Center, Maine 04021-9321

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

TO: William Shane, Town Manager

FROM: Tammy O'Donnell, Town Clerk

SUBJECT: Write-In Candidates for Municipal Elections

DATE: April 3, 2013

The Town Charter states that "The provisions of the laws of the State of Maine relating to the qualifications of voters, the registration of voters, the nomination for any office, the manner of voting, the duties of election officers and all other particulars relative to preparation for, conducting and management of elections, so far as they may be applicable, **shall govern all municipal elections**, except as otherwise provided in this Charter."

Title 21A requires that any Write-In Candidate file with the Secretary of States office, within 45 days of an election, a declaration form, declaring himself, or herself, a Write-In Candidate. The 45 days happens to coincide with the deadline for the filing of Municipal nomination papers. If we were to have a vacancy from resignation for the MSAD Board of Directors, the Town Charter states, "If a seat representing the Town of Cumberland on the Board of School Directors becomes vacant, the Town Council shall appoint an interim director to fill the vacancy until the next regular election. The interim director shall serve until a successor is elected and qualified."

I have been asked to address the question of what we do in the event (resignation) occurs after the 45 day deadline. I have discussed this with the Town Attorney and the Secretary of States office. If we follow state law, referenced in the charter, a Write-In declaration cannot occur after the 45 day deadline prior to an election, and anyone who is written in on a ballot does not get counted.

ITEM 13-060

To hear a state of the Fire Department report from Fire Chief Small



2013 State of the Fire Department Report

Cumberland Fire Department

4/8/2013 -V16

Cumberland Fire Department

1



Purpose & Agenda Of This Presentation

What has happened since 2005 presentation

- Secession of Chebeague Island
- Re-merger of Rescue & Fire Departments
- Regionalization progress & planning
- Fleet
- Facilities
- Staffing
- Closing and Q&A

4/8/2013 -V16

Cumberland Fire Department

2



Rescue & Fire Re-Merger

- Re-merger of Rescue & Fire Departments
 - Combined staffing
 - Combined training
 - Combined facilities
 - Shared equipment
 - EMS, Fire & Police
- Savings



4/8/2013 -V16

Cumberland Fire Department

3



Medical Coverage

- Emergency calls
 - Minimum staff
- Event coverage
 - Fairgrounds events
 - Twin Brooks
 - School
 - West Cumberland Field
- Non-emergency



4/8/2013 -V16

Cumberland Fire Department

4



NFPA 1720 - First Alarm Requirements For A Structure Fire

- Fire Attack and Backup hose lines
- Ventilation
- Search & Rescue
- Water supply
- RIT



4/8/2013 -V16

Cumberland Fire Department

5



NFPA 1720 - First Alarm Requirements For A Structure Fire

- First alarm for a structure fire requires: incident command, attack, backup, water supply, ventilation, search, and a rapid intervention team (RIT).
 - This translates into **19 people**.
 - 3 engines, 1 ladder, 1 heavy rescue, & a RIT company. More are needed in non-hydrant districts.



4/8/2013 -V16

Cumberland Fire Department

6



REGIONALIZATION PROGRESS

4/8/2013 -V16

Cumberland Fire Department

7



REGIONALIZATION **PROGRESS** Today

- Automatic mutual aid agreements with North Yarmouth, Yarmouth, Freeport, Falmouth, Gray, Long Island, Chebeague, Windham and Portland.
- Common training facilities and joint training.
- Automatic mutual aid has grown dramatically in the last several years.
- EMS Coverage
 - Internal to department, police department & mutual aid
- County Dispatch

4/8/2013 -V16

Cumberland Fire Department

8



REGIONALIZATION PROGRESS Vehicles

- With the specialty vehicles, engines, and tankers, we have tried to not all purchase the identical trucks so that our collective needs are evenly distributed throughout the region.



Yarmouth 100' platform



Cumberland 75' straight tip



Falmouth 100' platform

4/8/2013 -V16

Cumberland Fire Department

9



FLEET CHANGES

VEHICLE CHANGES

Engine 1---Replaced 1984
Engine 3---Removed from service
Engine 2---Combined Engine and Tank Truck
2010 Ambulance---Replaced 2006 (1999 still in service)
Forestry Truck---Removed from service
Ambulance---Expected delivery in July 2013



4/8/2013 -V16

Cumberland Fire Department

10



FACILITY IMPROVEMENTS



4/8/2013 -V16

Cumberland Fire Department

11



PROPERTY IMPROVEMENTS Central Station

- Central Station is the right location.
- Antiquated (built in 1968)
 - 3 offices(fire, police & dispatch)
 - Utilities
- Recommend a second story
 - Office
 - Training/Operations rooms
 - Overnight use
 - Public use



4/8/2013 -V16

Cumberland Fire Department

12



PROPERTY IMPROVEMENTS Central Station

- Currently own adjacent property east bound side of Central Station.
- Recommend expanding upward and to the east.
 - Parking area needed



4/8/2013 -V16

Cumberland Fire Department

13



FACILITY IMPROVEMENTS West Station

- West Station also requires some upgrades
 - Driveway
 - Side accessibility
 - Lighting
 - Heating



4/8/2013 -V16

Cumberland Fire Department

14



STAFFING UPDATE



4/8/2013 -V16

Cumberland Fire Department

15



STAFFING

- Volunteer base works out of town which leads to day-time staffing issues.
 - 70% of calls are during the day (6AM to 6PM).
 - 98 on roster (explorers and other staff functions)
- **Progress To Date:** 1 Firefighter/EMT-P and 1 Firefighter/EMT-B on duty at all times
 - Includes college live-in students
 - Chief and Deputy Bernier
- This allows volunteer force to focus on training.



4/8/2013 -V16

Cumberland Fire Department

16



Closing

What has happened since 2005 presentation

- Secession of Chebeague Island
- Re-merger of Rescue & Fire Departments
- Regionalization progress & planning
- Fleet
- Facilities
- Staffing
- Closing and Q&A



4/8/2013 -V16

Cumberland Fire Department

17



QUESTIONS?

Questions From The Council

We sincerely thank you for your time, interest, and considerations this evening and look forward to working with you.

Members of the Cumberland Fire Department



4/8/2013 -V16

Cumberland Fire Department

18

ITEM 13-061

To hold a Public Hearing to consider and act on the award of a
3-year solid waste and recycling pick-up contract

Waste Management			
------------------	--	--	--

Pinetree Waste			
----------------	--	--	--

	Year 1	Year 2	Year 3
Curbside Collection Price Per Month	\$26,416.00	\$27,208.00	\$28,025.00
Roll Container price per Month	\$105.00	\$115.00	\$125.00

Year 1	Year 2	Year 3
\$29,729.67	\$30,472.92	\$31,234.75
\$80.00	\$85.00	\$95.00

Equipement Lease Price

10cy	included	included	included
8cy	included	included	included
6cy	included	included	included
4cy	included	included	included
2cy	included	included	included

included	included	included
included	included	included
included	included	included
included	included	included
included	included	included

Bulky Waste Spring
Bulky Waste Fall

included	included	included
included	included	included

included	included	included
included	included	included

Total Collection	\$316,992.00	\$326,496.00	\$336,300.00
Rental	\$0.00	\$0.00	\$0.00
Bulky Waste	\$0.00	\$0.00	\$0.00
Year Total	\$316,992.00	\$326,496.00	\$336,300.00
Total Contract			\$979,788.00

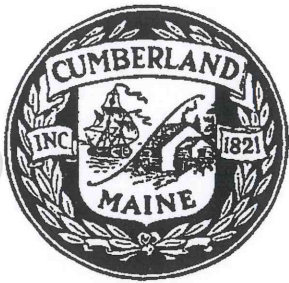
\$356,756.04	\$365,675.04	\$374,817.00
\$0.00	\$0.00	\$0.00
\$0.00	\$0.00	\$0.00
\$356,756.04	\$365,675.04	\$374,817.00
Total Contract		\$1,097,248.08

Difference -\$117,460.08

Previous Contract Bid

	FY 2011	FY 2012	FY 2013
Year Total	\$ 375,040.00	\$ 390,044.00	\$ 405,652.00
Total Contract			\$ 1,170,736.00

FY 2011	FY 2012	FY 2013
\$ 319,020.00	\$ 329,232.00	\$ 339,768.00
		\$ 988,020.00



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

To: Town Council
From: William R. Shane, Town Manager
Date: March 20, 2013
Re: Solid Waste Contract July 2013 - June 2016

Chis Bolduc has requested bid proposal form area Trash Haulers. Proposals are due Thursday, April 4, 2013 and will be on your agenda for approval, April 22, 2013.

I have attached the previous bid tabulation sheet. I expect we may only receive two bids as the world now has been divided into Waste Management and Casella (Pine Tree) in our area.

Please let me know if you have any question related to the bid documents.

Waste Management

	Year 1	Year 2	Year 3
Curbside Collection Price Per Month	\$30,420.00	\$31,637.00	\$32,903.00
Roll Container price per Month	\$189.00	\$189.00	\$189.00

Pinetree Waste

	Year 1	Year 2	Year 3
Curbside Collection Price Per Month	\$26,585.00	\$27,436.00	\$28,314.00
Roll Container price per Month	\$80.00	\$85.00	\$95.00

BBI

	Year 1	Year 2	Year 3
Curbside Collection Price Per Month	\$26,250.00	\$27,000.00	\$27,833.33
Roll Container price per Month	\$125.00	\$130.00	\$135.00

Equipment Lease Price

10cy	\$0.00	\$0.00	\$0.00
8cy	\$0.00	\$0.00	\$0.00
6cy	\$0.00	\$0.00	\$0.00
4cy	\$0.00	\$0.00	\$0.00
2cy	\$0.00	\$0.00	\$0.00

	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00

	\$1,680.00	\$1,680.00	\$1,680.00
	\$240.00	\$240.00	\$240.00
	\$120.00	\$120.00	\$120.00
	\$240.00	\$240.00	\$240.00
	\$600.00	\$600.00	\$600.00

Bulky Waste Spring Bulky Waste Fall

	\$5,000.00	\$5,200.00	\$5,408.00
	\$5,000.00	\$5,200.00	\$5,408.00

	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00

	\$4,000.00	\$4,200.00	\$4,400.00
	\$4,000.00	\$4,200.00	\$4,400.00

Total Collection Rental Bulky Waste

Total Collection	\$365,040.00	\$379,644.00	\$394,836.00
Rental	\$0.00	\$0.00	\$0.00
Bulky Waste	\$10,000.00	\$10,400.00	\$10,816.00

Total Collection	\$319,020.00	\$329,232.00	\$339,768.00
Rental	\$0.00	\$0.00	\$0.00
Bulky Waste	\$0.00	\$0.00	\$0.00

Total Collection	\$315,000.00	\$324,000.00	\$333,999.96
Rental	\$2,880.00	\$2,880.00	\$2,880.00
Bulky Waste	\$8,000.00	\$8,400.00	\$8,800.00

Year Total

Year Total	\$375,040.00	\$390,044.00	\$405,652.00
Total Contract	\$1,170,736.00		

Year Total	\$319,020.00	\$329,232.00	\$339,768.00
Total Contract	\$988,020.00		

Year Total	\$325,880.00	\$335,280.00	\$345,679.96
Total Contract	\$1,006,839.96		

Difference \$182,716.00

Difference \$18,819.96

Town of Cumberland
Recyclable Material and Municipal Solid Waste Curbside Collection Service

INVITATION TO BID

Sealed bids for Recyclable Material and Municipal Solid Waste Curbside Collection Service for the Town of Cumberland (hereinafter called the "Town"), as detailed in the attached Bid Specifications and Route Collection Map, will be received by the Town Manager of the Town of Cumberland until 4:00 P.M., **Thursday, April 4th, 2013**, at which time they will be publicly opened and read aloud. Proposals received after that time and date shall not be accepted.

Bids shall be submitted in sealed envelopes, plainly marked "Bid for Recyclable Material and Municipal Solid Waste Curbside Collection Service" and shall be addressed to the Town Manager at 290 Tuttle Road, Cumberland, Maine.

Questions regarding the work specifications or bidding process may be directed to Christopher Bolduc, Operations Director, at 829-2220 or cbolduc@cumberlandmaine.com.

All bids must include the attached Contractor's Proposal, Schedule of Prices and Principals of Contractor. Bids should quote net prices, exclusive of all Federal Excise Taxes. The bidder must attach a separate sheet to his bid listing any deviation from the minimum specifications shown. If no attachment is provided, it will be assumed that the service being bid meets the minimum specifications.

If the proposed service meets the bid specifications except for minor factors, the Town may waive the minor variations so long as the minor variations do not prevent the proposed service from being performed satisfactorily and the proposed service with waived variations can be accepted as fully meeting the bid specifications.

The Town of Cumberland reserves the right to waive any or all informalities in bids, to accept any bid, or any portion thereof, or to reject any or all bids deemed to be in the Town's best interest. Except as otherwise required by law or as specifically provided to the contrary herein, the award of this bid shall be governed by the Town's purchasing ordinance.

All bids must include proof from the Secretary of State's office that your foreign corporation, limited liability company, limited partnership and or limited liability partnership is qualified to work in the State of Maine. The successful bidder shall maintain a presence in the Greater Portland Area to provide timely service to the Town as required.

Christopher Bolduc
Director of Operations

Town of Cumberland
Recyclable Material and Municipal Solid Waste Curbside Collection Service

BID SPECIFICATIONS

The Town of Cumberland, Maine (herein called the "Town"), invites bids for Recyclable Material and Municipal Solid Waste Curbside Collection Service for the Town of Cumberland on the attached forms, which must be completed accordingly.

The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive any informalities in, or reject, any and all bids. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

PREPARATION OF BID

Bids must be submitted on the Contractor's Proposal form furnished herewith and all information must be completed before the bid can be considered for award. All blank spaces for bid prices must be completed in ink, in figures denoting the unit price per item or the lump sum for which the proposal is made.

Each proposal must include the bidder's name and place of residence and the names of all persons having an interest in the contract. Bidders must also acknowledge that the proposal is being submitted exclusive of any other person making any proposal for the same work.

All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is being submitted. If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the proposal form and preferably by "registered mail".

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract documents including all addenda. The failure or omission of any bidder to examine the site or to receive any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

The Contractor shall make his proposal from his own examinations and estimates, and shall not hold the Town, its agents, employees or independent engineer or his agents, hired by the Town, responsible for or bound by any schedule.

Any item of material, equipment or labor not mentioned in these specifications, but which is required to complete specified project, must be included in the bid by the bidder.

QUALIFICATION OF BIDDERS

The Town may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this

purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The Town may require pre-qualification data from bidders unknown to it.

ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Operations Director, Town of Cumberland, 290 Tuttle Road, Cumberland, ME 04021, or via email at cbolduc@cumberlandmaine.com and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed to all prospective bidders, at the respective addresses furnished for such purposes, not later than one (1) day prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

AWARD OR REJECTION OF BIDS

The contract will be awarded to the lowest responsible bidder complying with the conditions of the Invitation for Bids, provided his bid is reasonable and it is to the interest of the Town to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Town, however, reserves the right to reject any and all bids and to waive any informality in bids received, and to accept any bid whenever such rejection, waiver or acceptance is in the interest of the Town. The Town also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not in a position to perform the contract. To better ensure fair competition, and to permit a determination of the lowest bidder, bids obviously unbalanced may be rejected by the Town at its discretion.

AGREEMENT/CONTRACT

The successful bidder will be required to sign a standard Town contract. See attached Agreement.

PERFORMANCE AND PAYMENT BONDS

The successful bidder shall provide a performance bond and a labor and material payment bond each in the full amount of the bid.

INSURANCE

The successful bidder shall agree to save the Town harmless from all losses, costs or damages caused by his acts or those of his agents and will provide a certificate of insurance for Public Liability and Automobile Liability coverage in the amount of not less than \$1,000,000.00 combined single limit for personal or bodily injury, death and property damage, protecting the contractor and the Town from all such claims, and Worker's Compensation Insurance. The Town disclaims any and all responsibility for injury to contractors, their agents or others while examining the job site or at any other time. See the Supplemental Specifications detailed insurance requirements.

EXEMPTION FROM SALES TAX

Materials and equipment purchased for permanent installation in this project will be exempt from the State sales tax. Each bidder shall take this exemption into account in calculating his bid price for the work.

PERMITS AND LICENSES

All permits and licenses necessary for the prosecution of the work shall be secured and paid by the bidder.

MATERIALS AND APPLIANCES

The successful bidder shall furnish all labor, materials, and equipment necessary to do this work as specified in a workmanlike and orderly manner and all work shall be performed in accordance with the best trade practice.

STATUTORY REQUIREMENTS IN GENERAL

All work to be furnished to the Town shall be performed with equipment, methods, and use of personnel in conformance with the pertinent Occupational Safety and Health Act Requirements of all existing and State and Federal laws.

Town of Cumberland
Recyclable Material and Municipal Solid Waste Curbside Collection Service

CONTRACTOR'S PROPOSAL

April 4, 2013

Christopher Bolduc
Director of Operations
Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

The undersigned hereby declare that the only persons interested in this bid as the principals are named on the Principals of Contractor Form (Attached); that it is made without any connections with any other person making any bid for the same work, that he has carefully examined the location of the proposed work, the General Specifications, the proposed form of contract and specifications and the plans therein referred to; and he proposes and agrees if the proposal is accepted, that he will contract with the Town of Cumberland to provide all machinery, tools, apparatus and other means of constructions, and to do all the work and furnish all the materials necessary to complete the work in the manner and time therein prescribed, and according to the requirements as therein set forth and that he will take in full payment therefore the following sums to wit: See Schedule of Prices

NOTE:

The item descriptions in the Schedule of Prices are brief and it is understood each item includes all labor, materials and equipment necessary to complete the work in accordance with the specification.

The undersigned hereby designated as his officer to which such notice of acceptance may be mailed, telegraphed or delivered.

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids, or any authorized postponement thereof.

Signature of person, firm or corporation making bid:

Signed: _____
(Corporation, Firm or Company)

By: _____
(Officer, Authorized Individual or Owner)

Title: _____

Mailing
Address: _____

Zip Code: _____

Telephone: (_____) _____

Fax: (_____) _____

NOTE: Bids must bear the handwritten signature of a duly authorized member or employee of the organization making the bid.

Date: _____

Town of Cumberland
Recyclable Material and Municipal Solid Waste Curbside Collection Service

SCHEDULE OF PRICES

Note: This proposal shall be filled in by the bidder, in ink, with the Total Amount written in numerals. For complete information concerning these items, see the Invitation to Bid, Bid Specifications, Map and Contract Agreement.

Year One

(July 1, 2013 – June 30, 2014)

Curbside Collection Price : _____

Roll-off Container 30 cy/ price per month: _____

Equipment Lease Price/ per month: (Qty 8) 10 cy Dumpster: _____
(Qty 1) 8 cy Dumpster: _____
(Qty 1) 6 cy Dumpster: _____
(Qty 2) 4 cy Dumpster: _____
(Qty 5) 2 cy Dumpster: _____

Cost for Bulky Waste Pick-Up: Spring: _____
Fall: _____

Year Two

(July 1, 2014 – June 30, 2015)

Curbside Collection Price: _____

Roll-off Container 30 cy/ price per month: _____

Equipment Lease Price/ per month: (Qty 8) 10 cy Dumpster: _____
(Qty 1) 8 cy Dumpster: _____
(Qty 1) 6 cy Dumpster: _____
(Qty 2) 4 cy Dumpster: _____
(Qty 5) 2 cy Dumpster: _____

Cost for Bulky Waste Pick-Up: Spring: _____

Fall: _____

Year Three

(July 1, 2016 – June 30, 2017)

Curbside Collection Price: _____

Roll-off Container 30 cy/ price per month: _____

Equipment Lease Price/ per month: (Qty 8) 10 cy Dumpster: _____
(Qty 1) 8 cy Dumpster: _____
(Qty 1) 6 cy Dumpster: _____
(Qty 2) 4 cy Dumpster: _____
(Qty 5) 2 cy Dumpster: _____

Cost for Bulky Waste Pick-Up: Spring: _____
Fall: _____

Contract Total

Three Year Contract Total: _____

Town of Cumberland
Recyclable Material and Municipal Solid Waste Curbside Collection Service

PRINCIPALS OF CONTRACTOR

(This must be filled out)

The full names and residences of all persons interested in this bid as principals and/or partners and all stockholders holding greater than ten percent (10%) of authorized and issued stock are as follows: (In the case of corporation, include and identify president, treasurer and manager).

ACKNOWLEDGEMENT OF ADDENDA

Addenda No. – Date of Addenda – Receipt Acknowledged By – Date Received

SPECIFICATIONS

10.0 SCOPE OF WORK:

It is the intent of these Contract Documents to require the complete and satisfactory curbside collection of the Cumberland's residential recyclable materials and Municipal Solid Waste (MSW), as well as the collection and transportation of recyclables and MSW from Cumberland's publicly owned buildings.

The bid proposal requests the entire cost for each year of a three year contract for the collection of recyclable materials as well as a possible renewal for two additional years at the discretion of the Town, which will be based on performance evaluations and market conditions. Award of the final two-year renewals shall be at the Town's option. They could be renewed together for two years at the end of the 3rd year or each individually.

The work consists of providing standard municipal curbside recyclable material and MSW collection for the Town of Cumberland on a four-day schedule and transporting the recyclable material and MSW to ECOMAINE in Portland or a location in the Greater Portland area designated by the Town.

10.1 QUALIFICATIONS OF BIDDERS:

No agreement shall be awarded to any bidder who, as determined by the Town, is not qualified to perform satisfactory service due to an unsatisfactory record or inadequate experience, or who lacks the necessary capital, organization and equipment to conduct and complete the services in strict accordance with the Specifications.

All bidders hereunder must furnish satisfactory evidence to the Town that they have operated, presently operate, or have the ability to operate a municipal collection service, including collection of recyclables and MSW and are familiar with all weather conditions prevailing in the area. Bidders with the experience outlined shall submit a list of geographic areas in which they are currently collecting municipal waste and/or recyclable material with their proposal. These areas may be subject to inspection by personnel selected by the Town. The list of communities shall include length and type of contract, name and size of municipality, and name of contact person at the community.

Each proposal shall include the name and address of the owner, all principals and/or partners, and all stockholders holding greater than ten (10%) percent of authorized and issued stock.

Each proposal, if a corporation, shall include the state of incorporation and its principal officers. Each proposal, if it is not a Maine corporation, must include a certified copy of the certificate to do business in the State of Maine.

All bidders shall be required to demonstrate to the satisfaction of the Town that they have adequate financial resources, experienced personnel and expertise to perform services

required by the Specifications and shall furnish such information and/or proof of these qualifications with their proposals.

The Contractor shall submit proof of their ability to obtain a performance bond with the bid.

This Contract may not be assigned, sublet or transferred without the written consent of the Town.

10.2 INVENTORY OF EQUIPMENT:

Bidders proposing to collect and transport municipal recyclables and MSW shall supply with their bid a detailed inventory of all their equipment to be dedicated to the performance of this Contract showing each type by model, year of manufacture, anticipated remaining useful life and all accessories for each piece so listed. All leased equipment shall be separately listed and the time remaining on each leased vehicle shall be shown as well as any options of renewal. Any equipment to be used during the term of this Contract shall not exceed seven years of age at any time. Delivery guarantees by manufacturers of new equipment that is to be purchased shall be attached to the bid document.

The Contractor shall supply all equipment, materials and labor required to complete the work. The cost and expense of all the necessary labor, tools, material and equipment required to complete the work shall be included in the prices stated in the Proposal.

The Contractor shall provide as part of this proposal a lease cost for the following equipment:

•QTY	7	10 CY Covered Card Board Dumpsters
	1	10 CY Garbage Dumpster
	1	8 CY Garbage Dumpster
	1	6 CY Garbage Dumpster
	2	4 CY Garbage Dumpsters
	5	2 CY Garbage Dumpsters

10.3 BIDDER RESPONSIBLE TO LEARN LOCAL CONDITIONS:

Bidders are cautioned to examine carefully the conditions affecting the collection and transportation of recyclables and MSW and to acquaint themselves with the quantity and character of the material to be handled under this Contract.

In the Town of Cumberland, single family homes and apartment buildings with four or fewer units are eligible for curbside recyclable collection service. The population of Cumberland is approximately 7600 and total number of collection stops per week is approximately 2,600. The annual weight of Municipal Solid Waste (MSW) collected is approximately 1700 tons.

Each bidder is cautioned to become fully familiar with the Town and all the physical characteristics of the Town of Cumberland which in any way affect the bid and all services contemplated herein. Submission of a bid shall be deemed conclusive evidence that the bidder is fully acquainted with and shall be fully responsible for any restrictions, constraints or any physical difficulties inside the municipal boundaries of the Town of Cumberland, including the site(s) to which the recyclables and MSW shall be delivered and processed. It is the bidder's responsibility to base their bid upon conclusions that are drawn from their own investigations.

Recyclable and MSW collection service for Cumberland's publicly owned buildings may be operated as a dedicated run (if desired by the Contractor), i.e. recyclables and MSW may be collected from the listed buildings only or included with other Town of Cumberland recyclables and MSW and delivered to the ECOMAINE Facility in Portland. Recyclables and MSW collected from Cumberland's publicly owned buildings may be mixed with Cumberland's residential recyclables and MSW. All recyclable material and MSW shall be delivered to the ECOMAINE Facility in Portland. It should be noted that only Town recyclables and MSW shall be included in this run. No recyclables or MSW shall be collected from any establishment other than those described in this Contract. Under this Contract "recyclables" and "MSW" shall be defined as any material collected from buildings listed in this Contract or recyclables and MSW collected from any establishment specifically directed by the Town of Cumberland Director of Operations or their Designee.

Recyclables or MSW from Cumberland shall not be mixed with material from entities outside Cumberland or any other location, except as provided by these Contract Documents. It shall be the Contractor's responsibility to segregate and sort all recyclables for Cumberland to provide proper processing and tracking of each material.

It shall be the responsibility of the Contractor to adhere to all applicable sections of the Cumberland's Code of Ordinances and Solid Waste Disposal Policies, unless specified otherwise in this Contract.

The Contractor shall have the ability to add personnel or equipment to meet the demand for services during periods of heavy material generation, such as during spring and fall bulky item collection, Christmas and New Year's holidays, etc. The Contractor shall remove all recyclable and MSW material that is placed at the curb each week and that is covered by these Contract Documents.

In addition, the following Town buildings shall receive collection services: Town Office, Public Works Garage, Central and West Cumberland Fire Stations, West Cumberland Recreation Building, Library, Val Halla Golf and Recreation Center, Twin Brooks Recreation Facility.

The Contractor shall supply each municipal building with an appropriate number of curbside totes for collection and curbside placement of paper recyclables and MSW. Curbside totes shall be sixty-four (64) gallons minimum and shall be compatible with the Contractor's collection truck equipment. The curbside totes shall be owned and maintained by the Contractor and shall be of sufficient size and quality to provide durable service to

the maintenance staff of each municipal building for collecting and wheeling of material to the collection location. The Contractor shall be required to provide collection of material within the building. The cost for supplying and maintaining the curbside totes shall be considered incidental to the work and no direct payment shall be made. Any curbside tote that is lost or damaged as a result of negligence on the part of the Town shall be repaired, replaced or reimbursed to the Contractor at fair market value. Decisions regarding repair, replacement or reimbursement shall be made by the Director of Operations; whose decision shall be final.

10.4 WORK TO BEGIN:

Upon acceptance of the bid by the Town, the general collection of recyclables and MSW shall begin on July 1, 2013. All bidders must supply a local phone number, and have a designated supervisor or manager for the duration of the contract, and have the ability to respond to complaints and requests for service within the same day the information is received. It shall be the Contractor's responsibility to retrieve any missed stops within 24 hours.

10.5 CONTRACT ADMINISTRATION:

The Town of Cumberland, through the Operations Director or his designee, shall administer the provisions of this Contract. The collection schedule, the method of collection, and the transportation of material collected must all be in a manner satisfactory to the Director. Decisions of the Director will be final and a condition precedent to the right of the Contractor to receive payment under their Contract. The Contractor shall submit monthly invoices for payment of work completed in the previous 30 days. The Town shall forward payment within 30 days of receipt of invoices for work completed.

10.6 COLLECTION PROCEDURES:

A. Definitions:

- 1) **Town** shall mean the Town of Cumberland, a body corporate and politic of the State of Maine and shall include all streets and ways and all buildings and improvements within the Town boundaries as set forth on an official map filed in the office of the Town Clerk.
- 2) **Recyclables** shall mean all acceptable material for which the Town accepts the responsibility for collection; transportation and which may be processed as recyclables according to ECOMAINE Policy.
- 3) **Municipal Solid Waste (MSW)** shall mean all acceptable material for which the Town accepts responsibility for collection, transportation and disposal according to the Town's solid waste ordinance and ECOMAINE Policy.
- 4) **Collection day route** shall mean the scheduled recyclable and MSW collection patterned for any particular calendar day provided said schedule has been pre-determined

by the Contractor and approved by the Director of Operations in accordance with the terms and conditions of these Specifications.

5) **Holiday** shall mean a list of holidays to be observed as non-collection days by the contractor during the execution of this contract. The contractor shall provide a list of holidays to be observed and the alternate collection dates.

B. Standard Curbside Collection:

1) Collection procedures shall be as stipulated by the Town's Code of Ordinances and the Director of Operations.

2) The contractor shall be required to provide collection of recyclable material and MSW from inside the publicly owned buildings, as described in these documents. The contractor shall collect all acceptable recyclables and MSW from the curbs of Town roads, state roads, public ways and private roadways.

3) Recyclables and MSW shall be placed at the curb no later than 7:00 A.M., prevailing time, on the day of collection and the Contractor shall commence collections at that time. Collections shall end no later than 6:00 pm.

4) Vehicles used for collection shall be vehicles designed and manufactured for curbside collection of recyclables and MSW and must be approved by the Town. They shall also be identified as vehicles for recycling and MSW collection. The recyclables that are collected shall be delivered to the ECOMAINE Facility in Portland. The vehicles must have the capability of unloading at the ECOMAINE Facility. The MSW that is collected shall be delivered to ECOMAINE in Portland. In emptying recycling and MSW containers the Contractor and his employees shall place, not drop the containers on sidewalks or any other place and shall not handle the containers so as to damage them and shall place them at least two feet (2) off the travelway. No scavenging shall be performed or permitted along the streets and all recyclables or refuse dropped in handling shall be picked up by the Contractor's employees. Furthermore, the Contractor agrees that the recycling body and rubbish hopper of the trucks will be frequently emptied to prevent recyclables and other litter from being deposited or blown from the collection hoppers into the travel way or environment. Contractor agrees that the rubbish hoppers of all trucks will be sealed to prevent leakage of fluids on to the public roadways.

5) The Contractor shall be responsible for any damaged recycling bins and MSW containers, including non-standard containers used by residents. The Contractor, at his own expense, shall replace any containers if, in the opinion of the Operations Director, the collectors did not exercise sufficient care. No truck shall be emptied or partially emptied or load transferred in any street in the Town or in any other place within the Town boundary, except the ECOMAINE Facility or other facility approved by the Operations Director.

6) If in the opinion of the Contractor or any of his employees, that the recyclables or MSW at any particular house should not be collected because of a violation of the conditions of collection as set forth herein, a tag shall be attached by the Contractor to the container

stating the reasons thereof and the Contractor shall immediately report this fact to the office of the Public Services Department in Cumberland. The contractor shall provide an appropriate tag and reporting procedure as part of this collection contract, both of which shall be approved by the Operations Director.

7) All recyclables and MSW collected pursuant to these Specifications shall be collected by vehicles, which shall be emptied and void of all recyclables, MSW or other material prior to the commencement of a day's collection route. No out-of-town waste, commercial waste or recyclables from any non Town organization shall be mixed with Town recyclables or MSW by the Contractor.

8) All municipal recyclables and MSW collected by the Contractor shall be transported on the same day it is collected by the Contractor, unless permission is received from the Director. All collection trucks provided by the Contractor shall have bodies designed to prevent spillage and shall be maintained at all times in a clean and sanitary condition. The Contractor shall comply with all State and Federal Laws and Regulations and Town Ordinances relating to the collection and transporting of recyclables.

9) Holiday recyclable and MSW collection shall be performed as determined by the contractor. The Contractor shall submit with their bid a proposed holiday collection policy and schedule for Town review and approval. The Town shall not unreasonably withhold approval of the proposed holiday collection schedule.

10) The Contractor may park his collection vehicles at the Town of Cumberland Public Works Facility on Drowne Road, if needed. Parking for the Contractor's employees shall be as directed at the site.

11) The Town, after consulting the Contractor, shall be responsible for placing advertisements notifying the public of the holiday collection schedule.

12) Curbside recyclables and MSW shall be collected on a weekly basis, unless otherwise specified in these Contract Documents. The Contractor shall submit a map of the Town outlining waste and recyclable collection routes and schedules to the Director of Operations for approval of which the approval shall not be unreasonably withheld.

13) The recycling containers will be provided by the residents. The Town's residents are allowed to use any reasonably serviceable container for placing their recyclables in for collection. The Town uses a Pay-as-You-Throw (PAYT) program for MSW collection. MSW will be placed in specially marked bags for collection and disposal. **Only MSW that is secured in the special bags will be collected by the contractor.**

14) The Contractor shall be required to assist the Town in the public awareness aspect of the program to include, but not be limited to, development of brochures, print advertising, electronic media advertising, etc. The cost of advertising and printing of brochures or informational items will be the Town's responsibility. The Contractor shall provide distribution of any item as requested by the Town once per year. The cost of this delivery shall be considered incidental to this contract and no direct payment will be made.

15) The recyclable materials to be recycled each week will be, but are not limited to:

- a.) corrugated cardboard, clean food boxes such as cereal and rice boxes, shirt and shoe boxes, toilet paper tubes, writing pad backs, poster board, egg cartons, salt boxes, Asian cardboard (yellow or gray in color);
- b.) Newspaper, magazines, phone books, mixed papers, paper bags and old mail (old opened mail, greeting cards, flyers, brochures, letters, white and colored paper, photocopies, calendars, NCR paper, computer paper, manila folders, postcards, adding machine tapes, cancelled checks, index cards, envelopes);
- c.) Clear and colored glass, high-density polyethylene (#2 both clear and colored), # 1 (PET) bottles, aluminum and bi-metal cans, aluminum foil, trays and pans, aerosol cans and window glass.
- d.) Any other materials accepted at the ECOMAINE recycling center.

The Town of Cumberland reserves the right to add or remove material types to or from the list of recyclable materials to be collected. The materials collected under this contract shall correspond to the processing requirements of ECOMAINE.

16) The Contractor shall transport the recyclable items collected from the Town of Cumberland to the ECOMAINE Recycling Facility, where the items shall be placed into the appropriate location by the Contractor, as stipulated by ECOMAINE. The items will then be processed and marketed by ECOMAINE. The Contractor shall be responsible for removing contaminants from the recyclables prior to delivery at ECOMAINE. The Contractor shall be responsible for maintaining the quality of the recyclable material and shall make every attempt to minimize contamination of the recyclable material. Any recyclable material that is contaminated during the collection process and associated sorting and is unacceptable for processing at ECOMAINE shall be disposed of by the Contractor at the Contractor's sole expense. ECOMAINE shall be the final authority on material that is deemed to be contaminated and unacceptable for processing.

17) The Contractor shall provide curbside "residential bulky item" pick-up twice each year (one week in the spring and one week in the fall). The bulky waste collection will not include wood products such as brush or waste considered to be construction/demolition debris. (see attached list) The contractor will be responsible for assisting the Town with tagging and leaving items that are not on the attached list. Tags for these items will be provided by the town.

18) The Contractor shall provide a quarterly report to the Town containing tonnage of solid waste and recyclables transported to facilities other than ECOMAINE.

19) The Contractor may contract separately with individual residents to provide additional service to said residents so long as such additional service is paid for by the individual residents contracting this service and does not interfere with the normal scheduled

collection. Any such additional contract with the resident is solely the responsibility of the Contractor and shall be without cost to the Town. This includes collection, transportation and disposal costs.

10.7 SPECIAL CONDITIONS:

All recyclables and MSW collected under the terms of this Specification shall be transported to the ECOMAINE Facility, in Portland or, at the direction of the Cumberland Director of Operations to an alternate location within a reasonable distance of the Town boundaries. Recyclables and MSW shall be transported to ECOMAINE during regular operating hours Monday through Friday. At all times the Contractor's transport operation shall be conducted in compliance with applicable Federal and State laws, rules and regulations and local Ordinances.

All material collected under this contract shall remain the property of the Town of Cumberland.

Any assessment of tipping fees and disposal cost to the Contractor due to recyclable contamination shall not be made capriciously or without merit. ECOMAINE staff shall make reasonable effort to inspect the recyclable material and document contamination prior to assessing tipping fees and disposal costs.

Dumpsters located at Town Buildings and Town of Cumberland properties shall be emptied and transported for disposal on a weekly basis and can be combined with residential routes. The contractor must specify disposal dates for each location. Card board dumpsters must be emptied weekly and no more than two calendar days before Christmas and two calendar days after Christmas.

10.8 DISPOSAL FEES:

All fees for disposal now, or within the Contract period, and any extension thereof, shall be paid by the Town for all vehicles used for the collection of recyclables and MSW under this Contract for all recyclables and MSW brought to the ECOMAINE Facility in Portland. The Contractor shall be responsible for all tipping fees and disposal costs for any recyclable material that is deemed contaminated and unfit for acceptance as a recyclable material by ECOMAINE due to the Contractor's negligence in sorting and/or safeguarding the recyclable material while in his possession. The Contractor shall be responsible for all tipping fees and disposal costs for all MSW that is collected by the Contractor that is not in conformance with these specifications. Any MSW collected that is not contained in the special PAYT bags shall be paid for by the contractor. The Contractor shall be responsible for all licensing and permitting as required by State, Federal and local regulations. The Operations Director, in conjunction with the ECOMAINE staff, shall decide the fitness of a material for acceptance and the Director's decision shall be final.

10.9 RENEWAL OF CONTRACT:

If the Town of Cumberland elects to extend the Contract at the end of the third year, the Town shall notify the Contractor thirty (30) days prior to the anniversary date.

11.0 INSURANCE REQUIRED:

The Contractor shall furnish proof of adequate insurance coverage of the types, and to the limits, specified below. Certificates of such insurance shall be filed with the Town Manager within five (5) days following notification of the Bid Award.

WORKER'S COMPENSATION:

The Contractor shall purchase and maintain during the life of this Contract Workers Compensation Insurance for all employees employed in the course of performing services under this Contract awarded pursuant to these Specifications; and in case any work is sublet, the Contractor shall require the Sub-Contractor to similarly provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded the Contractor. In case any class of employees engages in hazardous work under the Workman's Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected. All coverage shall be in accordance with State of Maine laws in effect and the requirements if the Industrial Accident Commission.

INDEMNITY CLAUSE:

The Contractor shall agree that it shall defend, indemnify and hold harmless the Town of Cumberland, its officers, agents, and employees against any and all claims for personal injury (including death), property loss or damage arising out of the performance of this contract.

LIABILITY INSURANCE:

The Contractor shall maintain during the course of the contract automobile liability coverage and public liability insurance for bodily injury, (including death) and/or property damage with each such coverage to be in the amount of at least one million dollars (\$1,000,000). Such insurance coverage shall protect the Contractor and the Town and its agents, officers and employees against loss from any and all claims which may arise under the contract for bodily injury (including death) and/or property damage.

The Contractor also must obtain and maintain in force throughout the duration of the contract, comprehensive general liability insurance in the amount of one million dollars (\$1,000,000). All such insurance policies required above shall name the Town of Cumberland and its agents, officers and employees as additional insured's, except that with regard to Worker's Compensation coverage the Contractor may submit a written waiver of subrogation rights against the Town rather than naming the Town as an additional insured. The Contractor shall deliver to the Town, at the time of execution of the contract, certificates evidencing such insurance coverage which shall state that any such insurance policy is non-cancelable without thirty (30) days prior written notice to the Town. Replacement certificates shall be delivered to the Town prior to the effective date of cancellation, termination, non-renewal, material modification or expiration of any such insurance policy. If any of the insurance coverage required by this section should be

provided by means of a "claims-made" policy rather than an "occurrence" policy, then such policy or policies shall be accompanied by an Extended Reporting Period Endorsement which will extend the reporting period for claims o a time ending at least two (2) years from the date of termination of the contract for claims arising under the Maine Tort Claims Act and the Maine Worker's Compensation Act as each of these acts may be amended from time to time.

11.1 MODIFICATIONS TO COLLECTION ROUTES:

The Town reserves the right to make minor modifications to the collection routes to increase efficiency or to improve the level of service. Minor modifications will not affect the overall scope of the work or add to the collection costs.

11.2 PRE-BID CONFERENCE:

There will be no pre-bid conference.

11.3 ROUTE COLLECTION MAPS

Enclosed is a route collection map, which illustrates how the Town of Cumberland is currently serviced.

11.4 O.S.H.A. REGULATIONS

The Contractor shall at all times, comply with O.S.H.A. regulations and enforce any subcontractors to abide accordingly. Any violation either by the Contractor or his/her subcontractors shall be the sole responsibility of the Contractor.

11.5 PERFORMANCE AND PAYMENT BOND:

DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

If the successful bidder fails to sign and return the contract with the required certificate of insurance and performance bond within 14 days after notification by the Town that it is ready for signature, his bid will lapse at the election of the Town and his bid deposit shall be forfeited and retained by the Town as an agreed amount of liquidated damages. Should any bidder withdraw his bid prior to contract signing, his deposit will be retained by the Town as an agreed amount of liquidated damages.

PERFORMANCE AND PAYMENT BONDS

The successful bidder shall provide a performance bond and a labor and material payment bond each in the full amount of the bid.

11.6 ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the plans, specifications, or other contract documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the Operations Director, Town of Cumberland, 290 Tuttle Road, Cumberland, ME 04021, or via email at cbolduc@cumberlandmaine.com and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed, faxed or emailed to all prospective bidders, at the respective addresses furnished for such purposes, not later than one (1) day prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

11.7 AWARD OR REJECTION OF BIDS:

The contract will be awarded to the lowest responsible bidder complying with the conditions of the bid documents, provided his bid is reasonable and it is to the interest of the Town to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The Town, however, reserves the right to reject any and all bids and to waive any informality in bids received, and to accept any bid whenever such rejection, waiver or acceptance is in the interest of the Town. The Town also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who is not in a position to perform the contract. To better ensure fair competition, and to permit a determination of the lowest bidder, bids obviously unbalanced may be rejected by the Town at its discretion.

11.8 TERMINATION:

The Town has the right to terminate the contract for cause upon seven days written notice to the Contractor, or for convenience upon thirty days written notice to the Contractor, as well as immediately, without prior written notice to the Contractor for non-performance.

11.9 ASSIGNMENT OF CONTRACT:

No assignment of the contract or any right accruing under the contract shall be made in whole or in part by the Contractor without the prior express written consent of the Town, which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the liability of the Contractor.

12.0 SUBCONTRACTING:

The Contractor shall not subcontract any part of this contract without the prior written permission of the Town. The Contractor agrees that it is fully responsible to the Town for acts and omissions of its subcontractor, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

12.1 APPROPRIATION:

The successful bidder will be required to enter into a contract in a form similar to the attached contract. The contract will be subject to annual appropriation by the Town Council.

12.3 QUESTIONS:

Any questions may be directed to Christopher Bolduc Director of Operations at 207-829-2220.

ITEM

13-062

To hold a Public Hearing to consider and act on a Mass Gathering Permit for Binnie Media for Maine's Ultimate Yard Sale to be held on June 8, 2013 from 9:00 a.m. to 2:00 p.m. at the Cumberland Fairgrounds

MEMORANDUM

To: William Shane, Town Manager

From: Tamara O'Donnell, Town Clerk

Re: Maine's Ultimate Yard Sale

I held a meeting at 9:00 a.m., on Tuesday, March 5, 2013, Police Chief Charron, Lt. Milt Calder, and Deputy Fire Chief Bernier.

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

- Event participators will register online through the ultimateyardsale.com site.
- Registration levels have been increased to 300 from the previous level of 250.
- Exact attendance levels are unknown, however, it was determined that 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 8, 2013 and occur within a fenced area.
- There will be no collection of the entrance fee at the gate. Vehicles will be flagged from the entrance to the parking area and the entrance fee will be paid after parking and at the gate of the fenced vendor area.
- If the event is to be cancelled for any reason, a 24 hour notice will be provided by email to all participants and to the public through the broadcasting agency's seven radio stations.
- Registrants are required to set up between 5:00 a.m. and 8:00 a.m.
- Additional staff (6) have been hired by "At Work" flaggers to control parking.
- There will be 1 Paramedic, 1 EMT, and 1 Supervisor from the Fire Department on site.
- There will be 1 Fire Engine on site.
- There will be 3 police officers on duty at the event.
- Communication between parties will be by two way radio and cell phone.
- Food Vendors will be handled exclusively through the Farmers' Club.
- A copy of the contract with Blow Brothers as well as a copy of the event insurance coverage naming the town as an additional insured is attached to the application.
- Nassau Broadcasting will have approximately 25 employees in attendance throughout the event.

The Town fees for this event are listed below:

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

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

TOWN OF CUMBERLAND

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

**Mass Gathering Application-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 \$500.00.

Name of Applicant: BINNIE MEDIA
Address of Applicant: 477 CONGRESS ST, 3RD FLOOR ANNEX, PORTLAND, ME 04101
Name of Event: MAINE'S ULTIMATE YARD SALE
Facility where the event will be held: CUMBERLAND FAIRGROUND
Is the facility owned by the applicant: _____ yes; ☒ no, (if no, attach a copy of the contract with
The owner which allows use of property)
Name of promoter (if different from above): _____
Telephone number: 207-797-0780 x202
Date of Event: 6/8/13 Time (start and finish times): 9AM-2PM
Number of tickets available: _____
Expected attendance: 6,500
Description of event: LARGE YARD SALE

Will any food vendors be serving at the event: ☒ yes, _____ no, (if yes, how many, and
what types) FOOD VENDORS HANDLED BY CUMBERLAND FARMERS CLUB -

FAT GUYS, FAT GUYS II, LEMONADE VENDOR.

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

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

1. MAINE'S ULTIMATE FALL YARD SALE 2012 (Oct)
2. MAINE'S ULTIMATE SPRING YARD SALE 2012 (June)
3. MAINE'S ULTIMATE FALL YARD SALE 2011 (Oct 2013)

Description of facility:

- A. Seating capacity: — permanent; — temporary
- B. Other seating capacity: — festival; ☒ standing room only (sq. ft.)
- C. Number of toilets available: 15 permanent; — portable
+ 3 handicap
- D. Number of parking spaces available: 5000+ 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: 10
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse)
Casella (PINETREE WASTE SERVICES)
- I. When will refuse be picked up? SUNDAY MORNING 6/9/13

Public Safety:

- J. Describe first aid facilities: CUMBERLAND FIRE & EMT
- K. Describe emergency facilities: CUMBERLAND FIRE & POLICE
- L. Describe communication facilities: —
- M. Number of certified police officers: 2
- N. Other security personnel (include company name and qualification): PROFESSIONAL
PARKERS FROM AT WORK
- 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. *Blanchard Road from RT 100 &*
- Q. Describe methods used to publicize alternate routes of reaching the scene of the event. *Radio broadcasts*
- 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. *N/A*
- T. Plan for preventing trespassing on private property in the area. *Area is fenced.*
- U. Will all publicity stop as soon as it is apparent that the event is sold out? ☒ Yes;
☐ No
- V. Description of how the event will be publicized, include how a sell-out will be publicized.
RADIO STATIONS 107.5 FRANK, 99.9 THE WOLF, ROCK 106.3
- Other: *TV - WCHG, WPXT*
- W. Name of liability insurance *Attached*
Amount of coverage *Attached*; amount of property insurance *Attached*
- X. Preferred type of performance guarantee (i.e. escrow account, irrevocable letter of credit)

Patience Collins
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

February 25, 2013

TO: Binnie Media
Attn: Stan Bennett / Pat Collins
Phone: 207-712-6965
Email: sbennett@binradio.com (CC: pcollins@binradio.com)

RE: Portable Toilet Rentals for Ultimate Yard Sale at Cumberland County Fairgrounds on 6/8/13

We hereby submit specifications and estimates for:

10 Standard Portable Units (\$ 55.00 per unit)	\$	550.00
3 Barrier Free Portable Units (\$ 85.00 per unit)	\$	255.00
Waterless Hand Sanitizer	\$	No Charge
TOTAL	\$	805.00

*****DELIVERY TO BE 10/12/12, PICKUP TO BE 10/15/12

Price Includes: Delivery, Set Up, Pick-Up, Paper Goods, 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: 2/25/13

Authorized Signature: Patricia Woods

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

Signature: M. Brown
Margi Brown, Office Manager



Pine Tree Waste, Inc.
Pine Tree Hauling
87 Pleasant Hill Road
Scarborough, ME 04074

Service Agreement

Delivery Date: 6/7/2013

CUSTOMER INFORMATION

BILLING INFORMATION		SERVICE INFORMATION	
Company Name:	Binnie Media	Company Name:	Binnie Media
Address:		Address:	197 Blanchard Rd
			Cumberland, ME 04110
Phone Number:	(207) 344-8007	Phone Number:	(207) 344-8007
Fax Number:		Fax Number:	
Tax ID:		Email:	
Contact Name:	Stan	Contact Name:	Stan

NEW SERVICE INFORMATION

Qty	Container Type	Container Size	Service Frequency	Material Type	Per Haul Rate	Disposal Site	Disposal Rate / Ton	Delivery Fee
1	RO	20	On-Call	C&D	\$155.00	Riverside	\$75.00	\$75.00

Rent is \$5.00 per day after 7 days.

SPECIALCOMMENTS: Pricing does not include sales tax or applicable fuel & environmental fees.

I have read and understand the terms and conditions on page 2 of this agreement.

Customer Authorized Signature

Authorized Signature

Patricia Collins

Print Name and Title

Print Name and Title

Patricia Collins VP Operations

Date

Date

2/25/13

NOTE: Faxed Signatures will be treated as originals. Document is 2 Pages.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/25/2013

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

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

PRODUCER Ellis Agency Inc 196 York Street P.O. Box 380 York, Maine 03909	Phone : (207)363-7670 Fax : (207)363-1389	CONTACT NAME: Jonel Thames Leake PHONE (A/C, No, Ext): (207)363-7670 FAX (A/C, No): E-MAIL ADDRESS: jleake@ellisinsuranceagency.com																				
	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A :</td><td>Vigilant Insurance Company</td><td>20397</td></tr><tr><td>INSURER B :</td><td>Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C :</td><td></td><td></td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	Vigilant Insurance Company	20397	INSURER B :	Federal Insurance Company	20281	INSURER C :			INSURER D :			INSURER E :			INSURER F :	
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A :	Vigilant Insurance Company	20397																				
INSURER B :	Federal Insurance Company	20281																				
INSURER C :																						
INSURER D :																						
INSURER E :																						
INSURER F :																						
INSURED WBIN Inc 126 Daniel Street Suite 200 Portsmouth, NH 03801																						

COVERAGES

CERTIFICATE NUMBER: 146

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			35967203	5/17/2012	5/17/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			79881772	5/17/2012	5/17/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Total products \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Event: Spring Yard Sale - June 8, 2013 9:00 a.m. to 2:00 p.m. Location: Cumberland County Fairgrounds

CERTIFICATE HOLDER

Holder's Nature of Interest : Certificate Holder

Cumberland Farmers Club

197 Blanchard Rd.
Cumberland, ME 04021**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

Pat Collins

From: Sherri Richards <srichards@atworkpersonnel.com>
Sent: Monday, February 25, 2013 11:00 AM
To: Stan Bennett
Cc: Pat Collins
Subject: Cumberland Fairgrounds

I have that you scheduled 6 flaggers for the yard sale on June 8, 2013 at 7am.

Thank you

Sherri Richards
@work Personnel
(207)772-6060

ITEM 13-063

To consider and act on amendments to the ICMA plan
loan provisions



TOWN OF CUMBERLAND

290 Tuttle Road, Cumberland, Maine 04021

MEMO

TO: Bill Shane, Town Manager
FROM: Heather L'Hommedieu Perreault, Finance Director
DATE: April 4, 2013
RE: ICMA/457 plan loan provisions

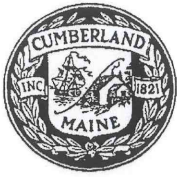
I would like to recommend that the Town change the administration of the employee loan provision that is currently available through the ICMA/457 retirement savings plan, from Town administered loans to a self-administered, internet option available for employees. This would simplify and expedite the loan process for employees, relieve the Finance and HR departments from day to day administration of the loans, and should result in a lower default rate on loan repayments.

Background:

- Town employees are able to request loans from their retirement savings accounts in the Town ICMA/457 retirement plan.
- Loans are limited to a maximum of 50% of account balance, with a minimum loan amount of \$1,000.
- Loan requests are processed by Town HR/Finance departments, and repayment is established via payroll deduction.
- The Town plan currently has 9 outstanding loans, and has experienced 7 default loans. The defaults have all been as a result of individuals leaving Town employment.

Problem:

- When employees leave Town employment, repayments cease. This causes the loan to go into default.
- When the former employee applies to ICMA to withdraw funds from their plan account, either to move them to another plan or for retirement purposes, the employee will receive an IRS Form 1099 from ICMA for the amount of the unpaid loan balance. This could have adverse and unexpected tax consequences for the former employee.
- If the IRS audits the plan, and determines that the Town has been negligent in administering plan assets by allowing too many default loans to occur, the IRS has several punitive measures it could apply. These include terminating the ability of the plan to grant loans, and (in an extreme case) loss of tax exempt status or termination of the retirement plan.
- Notification and collection of default loans is administratively burdensome, and tracking/locating terminated Town employees is beyond the available resources of the Town.



TOWN OF CUMBERLAND

290 Tuttle Road, Cumberland, Maine 04021

Recommendation:

- ICMA offers a loan provision that allows employees to request a loan and set up loan repayments directly with ICMA, through an online portal.
- Repayment is established through a direct debit to the employee's bank account. This would enable repayment to continue beyond termination of employment with the Town.
- Allowing employees to work directly with ICMA would relieve the Finance and HR departments from time consuming day to day administration of loans and loan repayments.
- The direct debit provision should result in a lower default occurrence on loans, reducing the Town's exposure to the risk of termination of the loan provisions or the plan itself.

ITEM 13-064

To appoint a member to the Planning Board

3/25 @ 5:30

**TOWN OF CUMBERLAND
APPLICATION FOR MEMBERSHIP TO A TOWN BOARD OR COMMITTEE**



I AM INTERESTED IN SERVING ON THE FOLLOWING BOARD(S) OR COMMITTEE(S):

- | | |
|--|---|
| <input type="checkbox"/> BOARD OF ADJUSTMENT & APPEALS | <input type="checkbox"/> PRINCE MEMORIAL LIBRARY ADVISORY BD. |
| <input type="checkbox"/> BOARD OF ASSESSMENT REVIEW | <input type="checkbox"/> LANDS & CONSERVATION COMM. |
| <input type="checkbox"/> BOARD OF SEWER APPEALS | <input checked="" type="checkbox"/> PLANNING BOARD |
| <input type="checkbox"/> PERSONNEL APPEALS BOARD | <input type="checkbox"/> RECREATION/COMMUNITY ED ADVISORY BOARD |
| <input type="checkbox"/> COASTAL WATERS COMMISSION | <input type="checkbox"/> CUMBERLAND ENERGY ADVISORY COMM. |
| <input type="checkbox"/> CUMBERLAND HOUSING AUTHORITY | <input type="checkbox"/> SHELLFISH CONSERVATION COMM. |
| <input type="checkbox"/> RINES FOREST ADVISORY COMM | <input type="checkbox"/> VAL HALLA BOARD OF TRUSTEES |
| <input type="checkbox"/> TWIN BROOK ADVISORY COMM | <input type="checkbox"/> VOTER REGISTRATION APPEALS BOARD |
| <input type="checkbox"/> CUMBERLAND ENERGY ADVISORY COMM | |

PLEASE PRINT or TYPE

NAME: Joshua B. Saunders

ADDRESS: 20 Country Charm Rd. CITY/STATE/ZIP Cumberland ME 04021

TELEPHONE: Home: 207-879-7634 Work: 207-780-4956 Cell: 207-749-8759

EMAIL ADDRESS: j-b-saunders@yahoo.com (underscores after the j and b)

PLEASE TELL US WHY YOU ARE INTERESTED IN SERVING ON THE BOARD (S) OR COMMITTEE(S) YOU HAVE SELECTED? DO YOU HAVE ANY SPECIAL TRAINING OR SKILLS IN THIS AREA?

I'm interested in serving the Town as I moved into Cumberland a little over a year ago and believe that it's important to serve in a civic manner. I'm interested in the Planning Board as the interplay of property rights, community needs, and short/log term growth intrigues me. I don't have any specific skills or training, but I have a pretty good understanding of legal issues and have had a number of opportunities to have issues in front of Planning Boards, including a three and a half year effort to rezone industrial property in Westbrook. I do feel I'm a fairly logical and impartial in my thought processes (though I also recognize I'm probably a little biased in that assessment).

ARE YOU AVAILABLE FOR EVENING MEETINGS? Yes

DATE: 3/4/2013 SIGNATURE: [Signature]

Note: Thank you for your interest in serving the Town of Cumberland. This application will be kept on file for one year. You may be asked to attend a brief interview meeting with a subcommittee of the Town Council prior to your appointment when committee vacancies occur. Please return this form to the Town of Cumberland Administration Office at 290 Tuttle Road, Cumberland, ME 04021.

Town of Cumberland Use Only

Date Application Received/Posted _____ Interview Date _____
Committee/Board Nominated/Approved _____ Term Expiration _____

Brenda Moore

From: William Shane
Sent: Tuesday, March 26, 2013 9:26 PM
To: Brenda Moore
Cc: Tammy O'donnell; Alyssa Tibbetts
Subject: Planning Bosrd

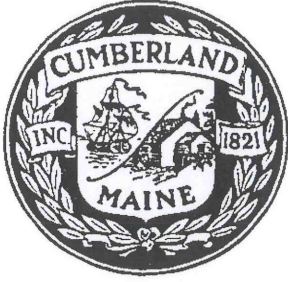
With Ron Dillons resignation appointments committee will appoint second person on April 8th

Sent from my iPhone

ITEM

13-065

To establish a charge and appoint members to the
Comprehensive Plan Committee
**update*



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

To: Town Council
From: William R. Shane, Town Manager
Date: April 4, 2013
Re: Comprehensive Plan Update Committee

Here is the recommended charge for the Update Committee. It is intended to be general, so it gives the Committee some latitude in their deliberations, but specific enough that we don't find ourselves developing an entirely new plan at this time. Staff believes there have been enough changes to Town Ordinances since the 2009 Plan was adopted that warrant this review.

Council Charge

The Cumberland Comprehensive Plan Update Committee shall review and provide recommendations to the Town Council for revisions and or updates to key elements of the 2009 Comprehensive Plan. The Town Council would like the Committee to focus their review on:

- Updating chapters relating to demographics from the 2010 census
- Current Land use Housing Trends
- Public facilities and Infrastructure

The Committee is requested to present their recommendations to the Town Council no later than November 26, 2013.

Per the Town Council workshop meeting, the following have been recommended for appointment to this committee:

Committee Members:

Shirley Storey King (Council); George Turner (Council)
Peter Bingham (Planning Board); Peter Sherr (Planning Board)
April Caron, Jim Guidi, Terry Maloney Kelly

Town Staff: Pam Bosarge and Carla Nixon

ITEM

13-066

To consider and act on authorizing the Town Manager to sign a 5-year Municipal Lease Purchase Agreement with Gorham Savings Leasing Group, LLC, for a photocopier at Town Hall



Municipal Lease Documentation Closing Agenda

* Based on Credit Approval Dated March 15, 2013

LEASING CUSTOMER: Town of Cumberland

LEASE NUMBER: MEME1236-08

CLOSING DATE: April 15, 2013

AMOUNT: \$24,368.31

Lease Transaction will not be funded until we have receipt of the following:

- | Received | Required Documentation: |
|---|--|
| 1) <input type="checkbox"/> | <input type="checkbox"/> Lease Proposal w/ Amortization Schedule signed and completed. |
| 2) <input type="checkbox"/> | <input checked="" type="checkbox"/> Municipal Lease Purchase Agreement signed and completed. |
| 3) <input type="checkbox"/> | <input checked="" type="checkbox"/> Equipment and Lease Payments- Schedule A signed and completed. |
| 4) <input type="checkbox"/> | <input checked="" type="checkbox"/> Acknowledgment & Acceptance of Equipment by Lessee- Schedule B signed and completed. |
| 5) <input type="checkbox"/> | <input checked="" type="checkbox"/> Insurance Verification- Schedule C completed <u>Insurance Certificate</u> returned with your documents. |
| 6) <input type="checkbox"/> | <input checked="" type="checkbox"/> Essential Use Statement- Schedule D signed and completed. |
| 7) <input type="checkbox"/> | <input checked="" type="checkbox"/> Tax Statement- Schedule E signed and completed. |
| 8) <input type="checkbox"/> | <input checked="" type="checkbox"/> Advance payment check returned with copy of the invoice for the first payment. |
| 9) <input type="checkbox"/> | <input checked="" type="checkbox"/> Form 8038-GC / 8038-G completed and signed. |
| 10) <input type="checkbox"/> | <input type="checkbox"/> Please return copies of the meeting minutes or council order approving this transaction. |
| 11) <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> Vendor invoice assigned to Gorham Leasing Group, LLC. |
| 12) <input type="checkbox"/> | <input type="checkbox"/> "Opinion of Counsel". |
| 13) <input type="checkbox"/> | <input type="checkbox"/> Title Application listing "Gorham Savings Leasing Group LLC" as Lien holder. |
| 14) <input type="checkbox"/> | <input type="checkbox"/> Bill of Sale completed and signed. |
| 15) <input type="checkbox"/> | <input type="checkbox"/> Copies of checks paid to Vendors. |
| 16) <input type="checkbox"/> | <input type="checkbox"/> W9 form completed and signed. |

This Lease will not be funded until we are in receipt of the requested information on the Closing Agenda Checklist & all Lease Documents are signed and completed.

GORHAM SAVINGS LEASING GROUP LLC

63 Marginal Way
Portland, Maine 04101
207-839-3342

Lease Number: ME1236-08

MUNICIPAL LEASE PURCHASE AGREEMENT

GORHAM SAVINGS LEASING GROUP, LLC, a Maine corporation with a principal location in Portland, Maine, (the "Lessor"), and the Lessee, indicated on Schedule A attached hereto (the "Lessee") agree to the lease of equipment subject to the terms of this Agreement and all schedules attached hereto (collectively referred to as the "Lease").

In consideration of the mutual covenants herein contained, the parties covenant and agree as follows:

1. **EQUIPMENT.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment listed in Schedule A together with any replacement parts, additions, repairs or accessories now or hereafter permanently incorporated in or affixed to it (the "Equipment") on the terms and conditions set forth herein.
2. **TERM.** The term of this Lease is set forth in Schedule A (the "Lease Term").
3. **COMMENCEMENT AND EXPIRATION.** This Lease shall commence upon Lessee's acceptance of the Equipment (the "Commencement Date") and continue until the earlier of (i) the end of the Lease Term; (ii) a permitted termination pursuant to Non-Appropriation of Funds (Paragraph 17); (iii) Lessor's termination of the Lease after Default (Paragraph 18) or (iv) Lessee's proper exercise of its option (Paragraph 19). Lessor shall have no obligation to Lessee under this Lease if the Equipment, for whatever reason, is not delivered to Lessee within 90 days after Lessee signs this Lease. Lessor shall have no obligation to Lessee under this Lease if Lessee fails to execute and deliver to Lessor an Acknowledgment and Acceptance of Equipment by Lessee form within 30 days after the Equipment is delivered to Lessee.
4. **ACCEPTANCE OF EQUIPMENT.** Lessee agrees to inspect the Equipment on receipt of the Equipment and to execute an "Acknowledgment and an Acceptance of Equipment by Lessee" form, in the form attached hereto as Schedule B, after the Equipment has been delivered and after Lessee is satisfied that the Equipment is satisfactory as of the time of inspection in every respect, excluding latent or unknown defects.
5. **COVENANTS OF LESSEE.** Lessee represents and warrants to Lessor that as of the date of this Lease and throughout the term of this Lease:
 - (a) Lessee is a public body, politic and corporate within the state in which it is located;
 - (b) Lessee is duly organized and existing under the Constitution and laws of said State, and is duly authorized to execute and carry out its obligations under this Lease;
 - (c) This Lease including all schedules and amendments hereto have been duly authorized, executed and delivered by Lessee; and
 - (d) No provision of this Lease constitutes a pledge of tax or general revenues of Lessee and all lease payments hereunder shall constitute current expenses of the Lessee.
6. **PAYMENTS: AMORTIZATION SCHEDULE.** Lessee agrees to pay the total rent equal to the "Payment Amount" as set forth in Schedule A multiplied by the number of payments specified in "No. of Payments" as set forth in Schedule A. Payments will be made in advance and periodically as specified in Schedule A. Payments shall be made by Lessee at Lessor's address set forth above, or as otherwise directed by Lessor. Lessee shall not abate, set off, deduct any amount, or reduce any payment for any reason. The first payment shall be due on the date of the date of acceptance of the Equipment by Lessee, and subsequent payments shall be due on the same day of each succeeding pay period throughout the term of the Lease. Lessee agrees that the Amortization Schedule delivered or to be delivered to Lessee shall be incorporated into this Lease. Lessee shall be deemed to have agreed to such Amortization Schedule as of the Commencement Date.
7. **DISCLAIMER OF WARRANTIES AND CLAIMS. LIMITATION OF REMEDIES.** THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR. Lessee acknowledges and agrees as follows:
 - (a) LESSOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT;

- (b) Lessee has fully inspected the Equipment, which it has requested Lessor to acquire and lease to Lessee, and the Equipment is in good condition and to Lessee's complete satisfaction as of the time of inspection, excluding latent or unknown defects;
 - (c) Lessee acknowledges that the Equipment is leased to Lessee solely for the purpose of performing governmental or proprietary functions of Lessee and will not be used in a trade or business other than the Lessee;
 - (d) If the Equipment is not properly installed, does not operate as represented or warranted by the Supplier or manufacturer, or is unsatisfactory for any reason, regardless of cause or consequence, Lessee's only remedy, if any, shall be against the Supplier or manufacturer of the Equipment and not against Lessor;
 - (e) Provided Lessee is not in default under this Lease, Lessor assigns to Lessee any warranties made by the Supplier or the manufacturer of the Equipment;
 - (f) LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR; and
 - (g) NO DEFECT, DAMAGE, OR UNFITNESS OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO MAKE LEASE PAYMENTS OR RELIEVE LESSEE OF ANY OTHER OBLIGATION UNDER THIS LEASE.
8. **NON-ASSIGNMENT.** Lessee agrees that it shall not assign, sublease, pledge or transfer this Lease or sublease the Equipment or any interest therein, or otherwise dispose of the Equipment referenced in this Lease without the prior written consent of Lessor.
9. **RELATION BETWEEN LESSOR AND SUPPLIER.** Lessee understands and acknowledges that no broker or Supplier or any agent of such is an agent of Lessor. No Supplier or agent of such is authorized to waive or alter any term or condition of this Lease and no representation as to the Equipment made by a Supplier or agent of same shall affect Lessee's duty to pay the lease payments hereunder.
10. **LOCATION.** The Equipment shall be kept at the location set forth in Schedule A and may not be removed without Lessor's prior written consent.
11. **USE.** Lessee shall maintain the Equipment in good operating condition in the same configuration as when accepted, shall use the Equipment solely in the manner for which it was intended and reasonably in compliance with manufacturer instructions, shall make all necessary repairs at Lessee's expense, shall reasonably comply with all laws relating to its possession, use or maintenance, and shall not unreasonably make any alterations, additions or improvements to the Equipment without Lessor's prior written consent. Lessee further agrees to comply with all license and copyright requirements of any software used in connection with the Equipment.
12. **OWNERSHIP; TITLE.** Title to the Equipment shall pass to Lessee upon Lessee's acceptance of the Equipment pursuant to this Lease, subject to the rights of Lessor under this Agreement. To secure the payment of Lessee's obligations under this Lease, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including a UCC-1 form in the appropriate office of Lessee's state and similar instruments, in form reasonably satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain a security interest, and upon assignment, the security interest of any assignee of Lessor. Lessor agrees to provide the Equipment to Lessee free of liens, attachments and other encumbrances.
- All additions, repairs or improvements made to the Equipment shall belong to Lessee, subject to the rights of Lessor under this Lease.
13. **SURRENDER.** At the expiration of the Lease Term, should the Lessee choose not to exercise its option to purchase the Equipment, the Lessee, at its expense, shall return the Equipment in good repair, ordinary wear and tear excepted, by delivering it packed, if applicable, and ready for shipment to the Supplier or such other location as is agreed to by the parties.
14. **LOSS OR DAMAGE.** Lessee shall at all times after signing this Lease bear the entire risk of loss, theft, damage or destruction of any part of the Equipment from any cause whatsoever and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to make lease payments hereunder or to comply with any other obligation of this Lease. In the event of damage to any part of the Equipment, Lessee shall immediately place the same in good repair at Lessee's expense. If Lessor determines that any part of the Equipment is lost, stolen, destroyed, or damaged beyond repair, Lessee shall, at Lessee's option, do one of the following:
- (a) Replace the same with like equipment in good repair of comparable function, capacity and features, reasonably acceptable to Lessor in which event this Lease shall continue and the replacement equipment shall constitute Equipment for all purposes of this Lease; or

- (b) Pay Lessor in cash the following: (i) all amounts due from Lessee to Lessor under this Lease up to the date of the loss; and (ii) the accelerated balance of the total amounts due for the remaining term of this Lease attributable to said item, discounted to its net present value at a simple interest rate equal to the interest rate set forth on Schedule A and resulting in the amortization of principal and interest as set forth in the attached Amortization Schedule. Upon Lessor's receipt of payment as set forth above, Lessee shall be entitled to the Equipment with any warranties made by the supplier or manufacturer but without any warranties from Lessor. If insurance proceeds are used to fully comply with this subparagraph, the balance of any such proceeds shall go to Lessee to compensate for loss of use of the Equipment for the remaining term of the Lease.

15. INSURANCE; LIENS; TAXES. The Lessee shall at its own expense and for the term of this Lease provide and maintain insurance against loss, theft, damage or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, naming Lessor or its assignee as the loss payee to the extent of Lessor's interest. Lessee also agrees to name Lessor as an additional insured on Lessee's comprehensive general all-risk liability policy or public liability policy, insuring Lessor and Lessee against any and all loss or liability for all damages; either to property, persons or otherwise, which might result from the condition, use or operation of the Equipment, with such limits and with an insurer satisfactory to the Lessor. The Lessee's obligation under this paragraph is limited by the Lessee's limits of liability and substantive areas of liability under the Maine Tort Claims Act or its limits and areas of liability under its insurance, whichever is greater. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission, or neglect of Lessee and cannot be canceled without 30 days' prior written notice to Lessor. As to each policy Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall evidence the insurance coverage required by this paragraph. Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage for the Equipment or for Lessee's benefit. Lessee agrees to keep the Equipment free and clear of all liens and encumbrances and to pay any and all charges and taxes imposed by local, state or federal law or authorities arising out of ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee causes or allows events to happen that change the interest income tax-exempt status of this Lease, as provided in the Internal Revenue Code of 1986, as amended, Lessee agrees to pay the "taxable interest rate" retroactive to its Commencement Date. The "taxable interest rate" is defined as that rate that results in the same after-tax yield to the Lessor, or its assigns, as the tax-exempt rate on this Lease, or the highest rate permitted by law, whichever is less. Notwithstanding the provisions of this paragraph regarding insurance, the Lessee has provided the Lessor the following enumerated insurance policies, which Lessor specifies are the only insurances required under this Agreement and related documents:
16. ASSIGNMENT BY LESSOR. Lessee agrees that Lessor may assign this Lease after providing written notice to the Lessee of the assignment. Should the Lessor choose to assign the Lease, the assignee shall have all the rights and obligations originally afforded under this Lease. Lessee shall recognize and hereby consents to any assignment of this Lease.
17. NONAPPROPRIATION OF FUNDS. In the event no funds or insufficient funds are appropriated and budgeted for lease payments due under this Lease, the Lessee may elect to terminate this Lease in accordance with this paragraph. Lessee's election to terminate must be exercised by delivering its prior written notice of its intent to terminate together with a certified statement by an authorized official indicating that insufficient sums have been appropriated for the ensuing fiscal year of the Lessee. In the event of such termination, Lessee agrees to peaceable surrender of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer's specifications, if applicable, and sent prepaid and insured to the location as is agreed to by the parties. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment. Termination under this Paragraph 17 shall be effective upon the expiration of the applicable fiscal year of the Lease and payment of all lease payments during that fiscal year. Lessee's exercise of its rights under this Paragraph 17 shall not affect the survival of any other provisions (other than the obligation to make lease payments beyond the applicable fiscal year) which survive the termination of the Lease.
18. DEFAULT. Lessee shall be in default if: (a) Lessee fails to make any payments which are due under the terms of this Lease for a period of ten (10) days from the due date thereof; (b) Lessee fails to abide by any of the provisions of this Lease, and such failure continues for a period of ten (10) days; (c) the Equipment or any portion of the Equipment becomes subject to liens, seizures, assignments, transfers, sublease or sale without prior written consent of the Lessor; (d) Lessee abandons the Equipment or permits any other entity to use the Equipment without the prior written consent of Lessor; (e) Lessee has made any misleading or false statements in connection with application for or performance of this Lease; (f) Lessee defaults in any other agreement it has with Lessor; (g) Lessee assigns its rights in property for the benefit of creditors; or (h) Lessee files a petition under Title 11 of the United States Code, or any successor or similar law.
19. OPTION. Provided that no default or Non-Appropriation of Funds has occurred, Lessee may purchase all (but not less than all) the Equipment for the Option Price set forth on Schedule A at the end of the Lease Term. If Lessee exercises its option under this paragraph, Lessor shall convey or release to Lessee, all its right, title and/or interest in the Equipment on an AS-IS, WHERE-IS basis without any representation or warranty.

20. SEVERABILITY. This Lease is intended to constitute a valid and enforceable legal instrument, and no provision of this Lease that may be deemed unenforceable shall in any way invalidate any other portion or provisions hereof, all of which shall remain in full force and effect.
21. TIME OF ESSENCE. Time is of the essence in the performance of all aspects of the Lease; the parties agree that this provision shall not be waived by implication or otherwise should the parties accept performance on a late basis.
22. CHOICE OF LAW. The parties agree that the execution, interpretation and performance of this Lease shall be governed by the laws of the State of Maine.
23. ENTIRE AGREEMENT; NO WAIVER. This Lease, together with the attached **Schedules A - E**, constitutes the entire agreement between Lessor and Lessee. No provision of this Lease shall be modified or rescinded unless in writing signed by a representative of all parties hereto. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

IN WITNESS WHEREOF, the parties have caused this Municipal Lease Agreement to be executed by their duly authorized representatives as an instrument under seal.

Lessor:
Gorham Savings Leasing Group LLC

Lessee: Town of Cumberland, Maine

By: _____

By: _____

Its: _____

Its: _____

Date: _____, 2013

Date: _____, 2013

GHH Revision 2/2004

LESSOR: Gorham Savings Leasing Group LLC

Lessee: Town of Cumberland, Maine

Lease Number: ME1236-08

SCHEDULE A

EQUIPMENT AND LEASE PAYMENTS

LESSEE: Town of Cumberland, Maine

**ADDRESS: 290 Tuttle Road
Cumberland Center, Maine 04021**

PHONE: 829-2205

FAX:

LOCATION OF EQUIPMENT (if different):

EQUIPMENT DESCRIPTION:

Toshiba EStudio 5540ct 55 CPM Color Copier S#: CBK219023
Kyocera Taskalfa 500ci S#: QHU0702701
Kyocera Taskalfa 250ci S#: QJH0Z09213
Above equipment including all attachments and accessories

Equipment Supplier:

PCCI

Equipment Cost: \$24,368.31
Lease Term: 60 months
Payment Amount: \$438.63
No. of Payments: 60
Pay Period: Monthly
Advance Payments: First one
Option Price: \$1.00
Amortization Schedule: (see attached)

Lease Commencement Date: April 15, 2013

First Payment Due: April 15, 2013

Lessor: Gorham Savings Leasing Group LLC

Lessee: Town of Cumberland, Maine

By: _____

By: _____

Printed Name, Title:

Printed Name, Title:

Date: _____, 2013

Date: _____, 2013

Town of Cumberland

Compound Period : Monthly

Nominal Annual Rate : 3.178 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	04/15/2013	24,368.31	1		
2 Lease Payment	04/15/2013	438.63	60	Monthly	03/15/2018

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Lease Payment	Interest	Principal	Balance
Lease	04/15/2013				24,368.31
1	04/15/2013	438.63	0.00	438.63	23,929.68
2	05/15/2013	438.63	63.36	375.27	23,554.41
3	06/15/2013	438.63	62.37	376.26	23,178.15
2013 Totals		1,315.89	125.73	1,190.16	
4	07/15/2013	438.63	61.37	377.26	22,800.89
5	08/15/2013	438.63	60.37	378.26	22,422.63
6	09/15/2013	438.63	59.37	379.26	22,043.37
7	10/15/2013	438.63	58.37	380.26	21,663.11
8	11/15/2013	438.63	57.36	381.27	21,281.84
9	12/15/2013	438.63	56.35	382.28	20,899.56
10	01/15/2014	438.63	55.34	383.29	20,516.27
11	02/15/2014	438.63	54.33	384.30	20,131.97
12	03/15/2014	438.63	53.31	385.32	19,746.65
13	04/15/2014	438.63	52.29	386.34	19,360.31
14	05/15/2014	438.63	51.26	387.37	18,972.94
15	06/15/2014	438.63	50.24	388.39	18,584.55
2014 Totals		5,263.56	669.96	4,593.60	
16	07/15/2014	438.63	49.21	389.42	18,195.13
17	08/15/2014	438.63	48.18	390.45	17,804.68
18	09/15/2014	438.63	47.15	391.48	17,413.20
19	10/15/2014	438.63	46.11	392.52	17,020.68
20	11/15/2014	438.63	45.07	393.56	16,627.12
21	12/15/2014	438.63	44.03	394.60	16,232.52
22	01/15/2015	438.63	42.98	395.65	15,836.87
23	02/15/2015	438.63	41.93	396.70	15,440.17
24	03/15/2015	438.63	40.88	397.75	15,042.42
25	04/15/2015	438.63	39.83	398.80	14,643.62
26	05/15/2015	438.63	38.78	399.85	14,243.77
27	06/15/2015	438.63	37.72	400.91	13,842.86
2015 Totals		5,263.56	521.87	4,741.69	
28	07/15/2015	438.63	36.65	401.98	13,440.88
29	08/15/2015	438.63	35.59	403.04	13,037.84

Town of Cumberland

	Date	Lease Payment	Interest	Principal	Balance
	30 09/15/2015	438.63	34.52	404.11	12,633.73
	31 10/15/2015	438.63	33.45	405.18	12,228.55
	32 11/15/2015	438.63	32.38	406.25	11,822.30
	33 12/15/2015	438.63	31.30	407.33	11,414.97
	34 01/15/2016	438.63	30.23	408.40	11,006.57
	35 02/15/2016	438.63	29.14	409.49	10,597.08
	36 03/15/2016	438.63	28.06	410.57	10,186.51
	37 04/15/2016	438.63	26.97	411.66	9,774.85
	38 05/15/2016	438.63	25.88	412.75	9,362.10
	39 06/15/2016	438.63	24.79	413.84	8,948.26
2016 Totals		5,263.56	368.96	4,894.60	
	40 07/15/2016	438.63	23.69	414.94	8,533.32
	41 08/15/2016	438.63	22.60	416.03	8,117.29
	42 09/15/2016	438.63	21.49	417.14	7,700.15
	43 10/15/2016	438.63	20.39	418.24	7,281.91
	44 11/15/2016	438.63	19.28	419.35	6,862.56
	45 12/15/2016	438.63	18.17	420.46	6,442.10
	46 01/15/2017	438.63	17.06	421.57	6,020.53
	47 02/15/2017	438.63	15.94	422.69	5,597.84
	48 03/15/2017	438.63	14.82	423.81	5,174.03
	49 04/15/2017	438.63	13.70	424.93	4,749.10
	50 05/15/2017	438.63	12.58	426.05	4,323.05
	51 06/15/2017	438.63	11.45	427.18	3,895.87
2017 Totals		5,263.56	211.17	5,052.39	
	52 07/15/2017	438.63	10.32	428.31	3,467.56
	53 08/15/2017	438.63	9.18	429.45	3,038.11
	54 09/15/2017	438.63	8.04	430.59	2,607.52
	55 10/15/2017	438.63	6.90	431.73	2,175.79
	56 11/15/2017	438.63	5.76	432.87	1,742.92
	57 12/15/2017	438.63	4.62	434.01	1,308.91
	58 01/15/2018	438.63	3.47	435.16	873.75
	59 02/15/2018	438.63	2.31	436.32	437.43
	60 03/15/2018	438.63	1.20	437.43	0.00
2018 Totals		3,947.67	51.80	3,895.87	
Grand Totals		26,317.80	1,949.49	24,368.31	

LESSOR: Gorham Savings Leasing Group LLC

Lessee: Town of Cumberland, Maine

Lease Number: ME1236-08

SCHEDULE B

ACKNOWLEDGEMENT AND ACCEPTANCE OF EQUIPMENT BY LESSEE

Lessor: Gorham Savings Leasing Group LLC
63 Marginal Way
Portland, Maine 04101

Equipment: See Schedule A.

Lessee hereby acknowledges that the Equipment described above has been received in good condition and repair, has been properly installed, tested, and inspected, and is operating satisfactorily in all respects for all of Lessee's intended uses and purposes, excluding latent or unknown defects. Lessee hereby accepts the Equipment unconditionally and irrevocably from Lessor, but waives no rights against supplier or manufacturer.

By signature below, Lessee specifically authorizes and requests Lessor to make payment to the supplier of the Equipment. Lessee agrees that said Equipment is not being leased on any type or form of trial or rental basis.

Date of Acceptance:

Lessee: Town of Cumberland, Maine

By: _____

Print name and title

Important: This document has legal and financial consequences to you. Do not sign this document until you have actually received all of the equipment and are completely satisfied with it.

LESSOR: Gorham Savings Leasing Group LLC

Lessee: Town of Cumberland, Maine

Lease Number: ME1236-08

SCHEDULE C

INSURANCE VERIFICATION

Paragraph 15 of the Lease states that you must carry insurance on the Equipment. Your insurance company shall name Gorham Savings Leasing Group LLC, 63 Marginal Way, Portland, Maine 04101, as the loss payee to the extent of its interest if the equipment is damaged. Please fill out the information below to ensure this takes place. You are responsible for contacting your insurance agent to set this up. Please have a binder sent to us.

This is to confirm that the Equipment under Lease Purchase Agreement No. ME1236-08 is or will be insured for all risks of loss or damage from every cause whatsoever and the Lessee shall also carry public liability insurance, personal injury insurance and property damage insurance covering the Equipment.

All such insurance shall be provided in accordance with the requirements of paragraph 15 of the Lease. Gorham Savings Leasing Group LLC and/or its Assignee shall be named to the extent of its interest "LOSS PAYEE" on the loss or damage coverage and "ADDITIONAL INSURED" on the liability coverage.

A binder describing the insurance coverage will be sent to Gorham Savings Leasing Group LLC and/or its Assignee by mail and/or Fax: 207-772-5743

AGENCY: _____
ADDRESS: _____
Agent's Name: _____
Phone: _____
Insurance Co. _____
Policy No. _____

Lessee: Town of Cumberland, Maine

By: _____
Signature and Title

Date: _____, 2013

WE MUST HAVE A CERTIFICATE OF INSURANCE IN HOUSE PRIOR TO FUNDING

LESSOR: Gorham Savings Leasing Group LLC

Lessee: Town of Cumberland, Maine

Lease Number: ME1236-08

SCHEDULE D

ESSENTIAL USE STATEMENT

It is represented to Lessor that the Equipment will be used by Lessee for the following purposes: _____

_____ and the use of the Equipment is essential to its proper, efficient and economic operation. The expense is an ordinary and necessary expense of the Lessee and the use of the equipment is essential to the proper, efficient and economic operation of the Lessee.

Appropriation Certificate

The Lessee hereby certifies that all payments due for the fiscal year ending _____ 20____, are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation.

Lessee: Town of Cumberland, Maine

By: _____

Print name and title

Date: _____, 2013

LESSOR: Gorham Savings Leasing Group LLC

Lessee: Town of Cumberland, Maine

Lease Number: ME1236-08

SCHEDULE E

TAX STATEMENT

Lessee further covenants to Lessor as follows:

1. Lessee is a state or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and regulations thereunder (the "Code").
2. The Equipment will be used for a governmental or proprietary purpose of Lessee and will not be used in a trade or business of any person or entity other than the Lessee.
3. The Equipment will have a useful life in the hands of the Lessee that is in excess of the term of the Lease.
4. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 ("the Code"), including without limitation Section 103 and 148 thereof, and the applicable regulations of the U.S. Treasury Department, in order to maintain the exclusion of the interest components of Lease Purchase Payments from gross income for the purpose of Federal Income Taxation.
5. Lessee will use the Equipment as soon as practicable and with all reasonable dispatch, for the purpose for which this Lease has been entered into. No part of the proceeds of this Lease shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of this Lease, would have caused any portion of the Lease to be or become "arbitrage bonds" within the meaning of Section 103 (b) (2) or Section 148 of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.
6. Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265 (b) (3) (B) of the Code, as amended. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c) (3) bonds) issued, or to be issued, by Lessee and all subordinate entities thereof during the calendar year of commencement of this Lease (the "Issuance Year") is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000. of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501 (c) (3) bonds) during the Issuance Year without first obtaining an opinion of recognized bond counsel acceptable to Lessor that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

7. Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers, this Lease is not a private activity bond as defined in Section 141 of the Code, as amended; 95% or more of the net proceeds of this Lease will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.00. Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000.00 of tax-exempt bonds (including this Lease, but excluding private activity bonds) during the Calendar Year without first obtaining an opinion of recognized bond counsel acceptable to Lessor that the excludability of the interest on the Lease from gross income for federal tax purposes will not be adversely affected.
8. Upon Lessor's request, Lessee shall, at its own expense, provide an opinion of recognized bond counsel acceptable to Lessor as to the above representations prior to acceptance of the Equipment.

Lessee: Town of Cumberland, Maine

By: _____

Print name and title

Date: _____, 2013

Original 1/2004



Gorham Savings Leasing Group LLC
63 Marginal Way
Portland, Maine 04101

Town of Cumberland
290 Tuttle Road
Cumberland, Maine 04021

Lease # ME1236-08

Invoice

Payment Due: April 15, 2013	\$438.63
-----------------------------	-----------------

TOTAL DUE	\$438.63
------------------	-----------------

Terms: Due upon receipt.

Remit to:

Gorham Leasing Group
63 Marginal Way
Portland, Maine 04101

Toby M. Cook, President
(207) 839-3342 x 8600

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number	
3 Number and street (or P.O. box if mail is not delivered to street address)		Room/suite	
4 City, town, or post office, state, and ZIP code		5 Report number (For IRS Use Only) 5	
6 Name and title of officer or legal representative whom the IRS may call for more information		7 Telephone number of officer or legal representative ()	

Part II Description of Obligations Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/>	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► / /	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>	
12 Vendor's or bank's name: _____	
13 Vendor's or bank's employer identification number: _____	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.										
Sign Here	Issuer's authorized representative	Date	Type or print name and title							
	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:30%;">Preparer's signature ►</td> <td style="width:10%;">Date</td> <td style="width:10%;">Check if self-employed <input type="checkbox"/></td> <td style="width:50%;">Preparer's SSN or PTIN</td> </tr> <tr> <td>Firm's name (or yours if self-employed), address, and ZIP code ►</td> <td colspan="3">EIN () Phone no. ()</td> </tr> </table>			Preparer's signature ►	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN	Firm's name (or yours if self-employed), address, and ZIP code ►	EIN () Phone no. ()	
Preparer's signature ►	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN							
Firm's name (or yours if self-employed), address, and ZIP code ►	EIN () Phone no. ()									

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that

an election was made to pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev.Proc. 2002-48, 2002-2 C.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under Section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* below.**Where To File**

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

Form 8038-GC Receipt Acknowledgement

If you wish to request an acknowledgement receipt of this return by the IRS you must provide the following:

- A cover letter specifically requesting the acknowledgement of this return.
- A copy (or copies, if multiple acknowledgements are requested) of the return being filed, with "Acknowledgement Copy" written across the top of the first page of each copy. For multiple requests, the copies must be stapled together.
- A self-addressed stamped envelope for each acknowledgement receipt recipient.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and
2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1 1/4 % of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return.

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3678). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address. If the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2008 for a single issue issued on March 15, 2008), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2008, enter 01/01/2008).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may

apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(iii).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple issuers or banks, issuers should attach a schedule.

Signature

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer's Use Only* area of the return.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature,
- Enter the preparer information, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

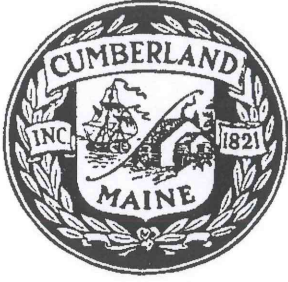
The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form	4 hr., 46 min.
Preparing the form	2 hr., 22 min.
Copying, assembling, and sending the form to the IRS	2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W-CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File* on page 1.

ITEM 13-067

To appoint Alyssa Tibbetts as Assistant Town Manager



MEMORANDUM

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

To: Town Council
From: William R. Shane, Town Manager
Date: March 25, 2013
Re: Promotion - Assistant Town Manager

The Town Charter clearly states the Town Council must approve the initial appointment of all Department Heads:

ARTICLE IV Personnel Management

Section 4. Town Council: Appointments

A majority of the Town Council must approve the initial appointment of all department heads when recommended for employment by the Town Manager. Except as specified above, the Council shall not otherwise participate in appointments, and neither the Council nor any of its members shall direct or request the appointment of any person to office by the Manager.

After careful consideration and reflection, it is with confidence I am recommending that our current Human Resources Director, Economic Development Director, and Staff Attorney be promoted and given the organizational title of Assistant Town Manager. This promotion effectively solidifies the day to day responsibilities Alyssa has been given and performed for the past 3.5 years. She has represented our Town on the Greater Portland Chamber of Commerce Regional Board of Directors, was the architect of our application for a Maine Business Friendly Community, has worked tirelessly with securing the new homes for Exactitude and Maine Standards, and has been instrumental in our negotiations in bringing natural gas to Cumberland. We are fortunate to have such a dedicated public servant whose future is bright and her potential unlimited.

This promotion will formalize both internally and externally Alyssa's role in our organization. There will be no change in her present compensation. The title will clarify her position and avoid any confusion to businesses, the public, citizens and town staff. I doubt that this role could be filled again in my term as your Town Manager. This position requires a unique combination of professional and interpersonal skills, that in my opinion, few people possess and are capable of performing at such a high level of competency.

TOWN OF CUMBERLAND
ASSISTANT TOWN MANAGER
Job Description

Nature of Work

This position includes assisting the Town Manager in management and administration duties and is also responsible for administering the Town's personnel programs, economic development programs, and in-house legal services.

The primary function of this position is to assist the Town Manager by directing special projects, handling personnel matters, and attending to major staff responsibilities either in conjunction with the Town Manager or in his absence. Work requires the exercise of independent judgment and the application of considerable knowledge of Town organization and programs in meeting interdepartmental relations. Work includes assignments which assist the Town Manager in the development of programs, the coordination of services, and the analysis and implementation of policies.

This position is responsible for the personnel system and programs including the personnel policy, recruiting and selection standards, collective bargaining, orientation, training, benefit administration, employee safety issues, compliance with all labor laws and regulations, and all other related human resources matters.

This position is also responsible for the establishment and administration of the Town's economic development programs. Work includes drafting and revising land use ordinances to promote development, assisting developers and business owners, and serving as an advocate for businesses before the Planning Board and Town Council.

This position also provides legal services to the Town Manager, Town Council and Department Heads as the staff attorney. Legal services include review of contracts and agreements made between the Town and outside agencies, as well as research and guidance on statutes and regulations related to labor, elections, public records, taxation, public utilities, property, and other municipal legal issues as needed.

Work accomplishments and performance are judged by discussions, written reports, and results achieved.

Illustrative Examples of Work

Assist Town Manager

Act as Town Manager during the Manager's absence.

Represents Town Manager at meetings or events.

Receive and execute special and on-going assignments involving Council committees, Town departments, and relations with State, County, Federal and other agencies.

Assist Town staff in implementing directives of the Town Manager.

Human Resources

Oversee employee recruitment and selection including the preparation and placement of advertisements, reviewing applications, interviewing, and conducting background investigations.

Provide an orientation to all new regular full time employees to introduce and explain benefits, policies and training.

Maintain personnel files for all employees of the Town or delegate responsibility to department heads as appropriate.

Provide mediation between employees, supervisors and union representatives. Ensure that proper disciplinary actions are taken and documented as necessary and appropriate.

Assist department heads in the development and administration of performance evaluations for their staff.

Advise and assist department heads in disciplinary or termination proceedings. Make recommendations to the Town Manager on hiring, suspension, and termination. Review employee appeals through the grievance procedures.

Manage the Town's workers' compensation program. Ensure proper completion and distribution of First Reports of Occupational Injury and Illness. Monitor return to work progress of injured employees. Assist department heads with staffing issues and light duty assignments. Acts as a liaison between the Town's chosen health care provider, workers' compensation insurance provider and department heads.

Advise the Town Manager on appropriate wage and salary structures, pay policies, performance appraisal programs, job descriptions, employee benefit programs and services, and health and safety programs. Monitor programs for effectiveness and cost containment.

Identify legal requirements and governmental reporting regulations. Ensure that Town employment, safety, labor relations, personnel, and equal opportunity policies and practices comply with the applicable provisions of federal and state labor laws.

Act as lead negotiator for the Town during collective bargaining. Administer contracts and assist in grievance processing.

Ensure compliance with ongoing requirements of ADA compliance, alcohol and drug testing, workplace violence, and sexual harassment.

Economic Development

Establish and administer Town's economic development program as directed by the Town Manager.

Establish and direct Cumberland Maine Business Association including website, communications and events.

Assist the Town Manager in monitoring and managing the Tax Increment Financing Districts, associated development programs and credit enhancement agreements.

Draft new ordinances and revise existing ordinances as needed to clarify or enhance the development process for both the Town and developers.

Serve as business advocate and attend Town Council, Planning Board, and all other development meetings as directed by the Town Manager.

Legal Services

Provide guidance on municipal legal matters to Town Council, boards and committees, Town Manager and staff.

Review applicable laws and regulations to ensure that Town programs are in compliance and advise staff as necessary.

Review contracts and agreements from third parties to be entered into by department heads, the Town Manager or Town Council. Draft agreements on behalf of the Town as needed.

Performs related duties as required.

Requirements of Work

Considerable knowledge of the principles and practices of public administration, including personnel management, budgeting and finance, and public policy. Thorough knowledge of the objectives and practices of the various administrative functions of local government.

Thorough knowledge of the laws and ordinances governing municipal administration, and land use.

Thorough knowledge of and ability to employ accepted human resources management principles and practices and thorough knowledge of local, state and federal employment and labor laws and regulations. Including working knowledge of the collective bargaining process and standard practices and procedures of contract negotiations and of the Maine Public Employees Labor Relations Act.

Ability to analyze a variety of administrative problems, to make recommendations for their solution, and to put recommendations into effect.

Ability to present facts and express ideas effectively, both orally and in writing.

Ability to maintain confidentiality of personnel issues, records and files.

Ability to provide leadership, to deal courteously and effectively with others, and to establish and maintain effective relationships with Town Manager, Councilors, department heads, staff, volunteers, advisory board members, and the public.

Essential Functions

- Ability to deal fairly, impartially, courteously and firmly with subordinates, peers, and the public.
- Ability to express oneself in such a way that one is readily and clearly understood, both verbally and in writing.
- Ability to arrange or deal with tasks in order of importance.
- Ability to work independently.
- Ability to supervise and direct others.
- Ability to maintain composure in difficult and emotionally challenging situations.
- Ability to speak before large groups.
- Ability to hear within three feet and on the telephone.

Desirable Training and Experience

Graduation from a college or university with a degree in public administration, personnel management, labor relations or related field, and an advanced graduate-level degree such as a juris doctorate; degree significant work experience of a progressively responsible nature in public administration, including some supervisory experience; or any equivalent combination of experience and training to perform the requirements of the position.

ITEM 13-068

To sign a cover letter for the Memorandum of Understanding to
Summit Natural Gas of Maine in support of local area contractors



TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland Center, Maine 04021-9321

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

April 8, 2013

Summit Natural Gas of Maine

Attn: Tim Johnston

P.O. Box 270868

7810 Shaffer Parkway, Suite 120

Littleton, CO 80127

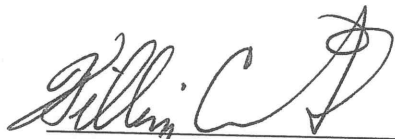
Dear Mr. Johnston:

The Cumberland Town Council wishes to supplement its authorization for the attached Memorandum of Understanding to further emphasize the importance of this project to our local economy. It has come to our attention that a Project Agreement was adopted by Summit Natural Gas of Maine through its acquisition of Kennebec Valley Gas for the construction of the proposed steel pipeline in the Kennebec Valley. Although we understand that there are limitations to this agreement and that it may not extend to the proposed natural gas pipeline project in Cumberland, Falmouth and Yarmouth, the Cumberland Town Council wishes to express its commitment to its local area contractors.

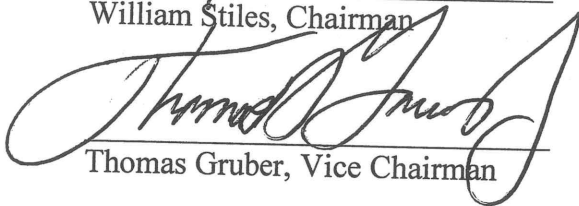
To the extent that a Project Agreement or Responsible Contractor Policy will be in effect for any portion of the construction of natural gas pipeline in Cumberland, Falmouth and Yarmouth, the Cumberland Town Council expects that its local area contractors and subcontractors will be afforded the same opportunities to bid and work on the project as all other contractors and subcontractors who are parties to similar agreements with Summit Natural Gas and its subsidiaries, without regard to union affiliation. Further, the Cumberland Town Council expects that the wages and benefits requirements of any such agreements will be fair and reasonable not only to the employees of the contractors, but to the contractors and their business operations as well.

The Cumberland Town Council has pledged to its constituents that this project will benefit not just the personal heating bills of many homeowners, but the livelihood of many local business owners. The Council, its staff, residents and business owners look forward to the opportunities that this project brings to our community and hope that the endeavors of Summit Natural Gas of Maine in executing this project align with the expectations of the Council and its constituents.

Sincerely,



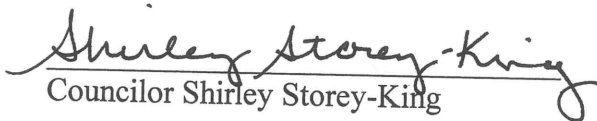
William Stiles, Chairman



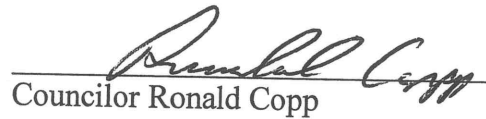
Thomas Gruber, Vice Chairman



Councilor Jon Jennings



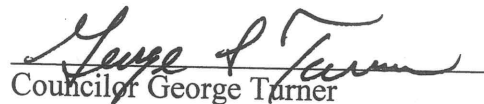
Councilor Shirley Storey-King



Councilor Ronald Copp



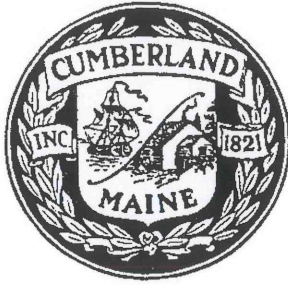
Councilor Michael Perfetti



Councilor George Turner

ITEM 13-069

To consider and act on forwarding to the Planning Board for a
Public Hearing and recommendation, amendments to the
Official Cumberland Zoning Map



TOWN OF CUMBERLAND
OFFICE OF THE TOWN MANAGER

To: William Shane, Town Manager
From: Alyssa Tibbetts, Assistant Town Manager
Date: April 4, 2013
Re: Agenda Items 13-069, 13-070, 13-071
CC: Town Council

The Ordinance Committee will meet today to discuss proposed changes to the Zoning Map, the Zoning Ordinance and the Site Plan Ordinance.

Item 13-069 is a request from property owners Maureen Anderson and Linda Turner to re-zone their property at 15 Bruce Hill Road, Map R-05, Lot 37F from Wetlands/Limited Residential to RR2. There is currently a shoreland zone overlay in this area that includes this lot. Staff is recommending that the entire shoreland zone be removed so that the limited residential designation can be removed. This zone does not meet the State of Maine designation as shoreland and the Town's current designation is therefore more restrictive.

Item 13-070 is a proposed change to Chapter 315, Zoning, of the Cumberland Code. The amendment was drafted in order to add language to the existing Erosion and Sedimentation Control Section 315-48 to provide a review and permitting process the filling of land.

Item 13-071 is a proposed change to Chapter 229, Site Plan Review, of the Cumberland Code to clarify the language in Section 229-11 regarding the expiration of site plan approvals.

The Ordinance Committee will hear a presentation from staff at today's meeting and may offer revisions on these items. The action for Monday is to forward each item, as recommended by the Ordinance Committee, to the Planning Board for a public hearing and recommendation.

**ZONING CHANGE REQUEST
STAFF REVIEW FOR
COUNCIL ORDINANCE SUBCOMMITTEE**

This form is to be completed by town staff prior to the proposal being reviewed by the Town Council Ordinance Committee. Information will be considered in total and no particular question will be weighed more favorably than another.

Applicant Name: Maureen Anderson

Cell phone: (207) 318-4025

Home phone: N/A

Email: Maureen.anderson@live.com

Applicant Address: 9 Kimberly Lane, Falmouth, Me

Property Address (if different from above): 15 Bruce Hill Rd. Cumberland, Me.

Property Owner (if different from above): Maureen Anderson & Linda Turner

Map: R-05 Lot-37 F

Current Zone: Limited Residential, Wetlands

Type of Request: Rezoning from Limited Residential and Wetlands to RR 2

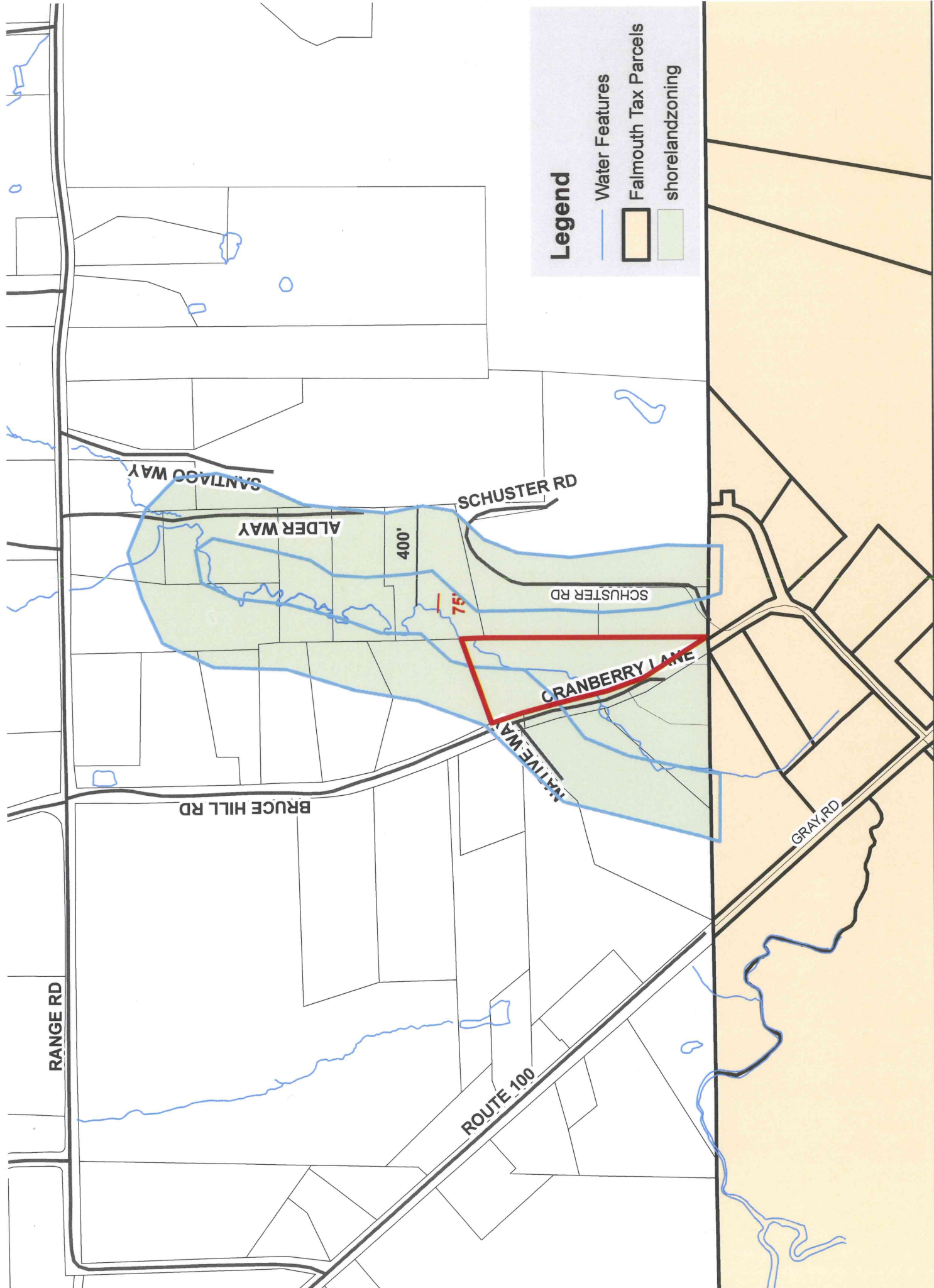
Proposal Description: The property owner would like the Town to rezone an area of land that is currently shown as being in the Limited Residential, Wetlands District. The Maine Department of Environmental Protection has reviewed the stream and wetland features and determined that neither meets the thresholds under the State of Maine Guidelines for Municipal Shoreland Zoning. Therefore it appears that the Town's Shoreland Zoning is more stringent than the State's.

1. Is the proposed re-zoning consistent with the current and adjacent zones? **Yes. The current zone is Limited Residential – Wetlands. The adjacent zone is Rural Residential 2.**
2. Is the requested change consistent with the Comprehensive Plan? **Yes. Chapter 10: Critical Natural Resources, Goal 1, Action 5: Review town ordinances to ensure they reflect most recent provisions of Chapter 310 Wetlands and Waterbodies Protection Rules.**
3. Does the proposed rezoning benefit or promote the interests of the current or proposed zone and the town at large? **It is not that it will promote the interests of the town, but if approved, it will mean that our Shoreland Zoning map more correctly identifies sensitive environmental areas and does not restrict development in areas that can be developed which reduces the property value for the owners.**
4. Have the patterns of growth or development in the zone in question changed such that an existing permitted use or special exception is no longer compatible? **N/A**
5. **PROPOSED ADDITIONAL USE:**
Is the proposed use consistent or compatible with the existing uses in the zone? **N/A**
Is the proposed use consistent with the Comprehensive Plan? **N/A**
Does the proposed additional use benefit or promote the interests of the current zone and the town at large? **N/A.**

Staff Recommendation:

X **Refer to Council Ordinance Sub-Committee with a Positive Recommendation**

 Refer to Council Ordinance Sub-Committee with a Negative Recommendation



ITEM

13-070

To consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 315 (Zoning), Section 48 (Erosion and sedimentation control) of the Cumberland Code

Chapter 315. ZONING

Article VI. GENERAL REGULATIONS

§315-48 Erosion and sedimentation control

The purpose of this section is to eliminate or minimize the off-site impact from any proposed development. To this end, all construction shall be accomplished in conformance with the erosion prevention provisions of the Maine Erosion and Sediment Control Best Management Practices published by the Department of Environmental Protection and the permitting process as outlined herein.

Filling, grading, lagooning, dredging, earthmoving activities, and other land use activities shall be conducted in such manner to prevent, to the maximum extent possible, erosion and sedimentation of surface waters. In order to create the least potential for erosion, development shall be designed to fit with the topography and soils of the site, control stormwater run-off through the construction phase and strategic placement of structures, roads and driveways. The natural features and drainage patterns of the lot shall be preserved using careful site design prior to any clearing or construction. The natural flow of water shall be identified and undisturbed buffers protected to minimize off site transport by stormwater. Areas of steep slopes where high cuts and fills may be required shall be avoided wherever possible, and natural contours shall be followed as closely as possible.

All activities that involve filling, grading, excavation or other similar activities which may result in unstabilized soil conditions on 25% or more of any lot shall require a permit and a written soil erosion and sedimentation control plan. The plan shall be submitted to the Code Enforcement Officer for approval and shall include, where applicable, provisions for mulching and re-vegetation of disturbed soil, temporary runoff control features such as hay bales, silt fencing or diversion ditches, and permanent stabilization structures such as retaining walls or riprap.

The maximum amount of soil area to be disturbed shall be based on the slope of the disturbed area, as outlined in Table I below.

TABLE 1	
% Ground Slope Range	Amount of Soil Disturbance (sf)
≥ 20%	500 sf
≥ 10 < 20%	1000 sf
≥ 5 < 10%	2000 sf
≥ 2 < 5%	4000 sf
< 2%	5000 sf

Any exposed ground area shall be temporarily or permanently stabilized within one (1) week from the time the work was started, by use of riprap, sod, seed, and mulch, or other effective measures. In all cases, permanent stabilization shall occur within nine (9) months of the initial date of exposure. Where mulch is used, it shall be applied at a rate of a least one (1) bale per five hundred

ITEM 13-071

To consider and act on forwarding to the Planning Board for a Public Hearing and recommendation, amendments to Chapter 229 (Site Plan Review), Section 11 (Expiration of approval) of the Cumberland Code

Chapter 229

Site Plan Review

§ 229-11. Expiration of approval.

Construction of the improvements covered by any site plan approval must be substantially commenced within 12 months of the date upon which the approval was granted. If construction has not been substantially commenced within 12 months of the date upon which approval was granted, the approval shall be null and void. ~~and If construction has not been~~ substantially completed within 24 months of the date upon which approval was granted or within a time period as specified by the Planning Board ~~the specified period~~, the approval shall be null and void. The applicant may request an extension of the approval deadline to commence or complete construction prior to expiration of the period. Such request must be in writing and must be made to the Planning Board. The Planning Board may grant up to two one-year extensions to the period if the approved plan conforms to the ordinances in effect at the time the extension is granted and any and all federal and state approvals and permits are current.

ITEM

13-072

To set a Public Hearing date (April 22nd) to consider and act on a Mass Gathering Permit for the 3rd Annual Cumberland Sho-n-Shine to be held on June 9th from 8:00 a.m. to 3:00 p.m. at the Cumberland Fairgrounds

MEMORANDUM

To: William Shane, Town Manager

From: Tamara O'Donnell, Town Clerk

Re: 3rd Annual Cumberland County Sho-n-Shine Car Show, June 09, 2013

I held a meeting at 9:00 a.m., on March 28, 2013, with Mr. Mike Timmons, President of the Cumberland Farmer's Club, Deputy Fire Chief Bernier, and Lt. Calder. I reviewed in detail the requirements of the Mass Gathering Ordinance with Mr. Timmons. The following represents our mutual understanding:

- The show is being hosted and managed by the Cumberland Farmer's Club.
- Certificate of Insurance attached.
- The gates will be open from 8 a.m.-3 p.m.
- Registration will be by gate 5 by the Grandstand and early registration can take place on www.cumberlandshonshine.com.
- Show cars will be placed around the midway.
- There will be approximately 200 show cars.
- This event is the day after the Ultimate Yard Sale, as a result, there will be porta-potties in place and they will stay for this event as well, as per agreement with Binney Media.
- Admission fee will be \$5.00 per person, age 12 and under free.
- Expected attendance is approximately 3,000.
- There will be approximately 2 food vendors.
- Radio Station 107.5 will be at the show from 11 a.m.-2 p.m.
- Blanchard Road parking lot across the street will be closed off.
- Parking will be handled by the Eagles Club and the American Legion, with 10 Parking attendants minimum.
- No parking fee will be charged.
- There will be at least 20 members of the Cumberland Farmer's Club on site during the event.
- Trash collection will be by Troiano Waste Company. Trash barrels will be provided and dumped daily by the Cumberland Farmers Club.
- The Police department will have 2 Police Officers covering the event. One from 7 a.m.-11 a.m. and one from 9 a.m.-1 p.m.
- The Fire Department will have 1 ambulance with 1 EMT and 1 paramedic on site.

- Communication by parties will be by cell phone and radio.
- There will be four portable restrooms available.

The fees for this event are as follows:

\$250.00	-	Mass Gathering Permit Application Fee
\$356.64	-	Police Coverage
<u>\$380.00</u>	-	Fire Department Coverage
\$986.64		

I believe we have covered all areas related to the Mass Gathering Permit application. This is a new event for the Farmer's Club and I wish them well. I hope the weather cooperates, and they have a wonderful turnout. Thank you.

TOWN OF CUMBERLAND

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

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

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

Name of Applicant: Cumberland Farmers Club

Address of Applicant: C/O Gary Prevost 39 Samuel Rd. Portland ME 04103

Name of Event: 3rd Annual Cumberland Sho-n-Shine

Facility where the event will be held: Cumberland Fairgrounds

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

Name of promoter (if different from above): N/A

Telephone number: 207-829-5531

Date of Event: June 9th 2013 Time (start and finish times): 8am to 3pm RAIN DATE 6/13/13

Number of tickets available: N/A (Reg Starts @ 7:00am)

Expected attendance: 3000 +/-

Description of event: Multi Class Car Show with Food Service - Possible Vendor Exhibits

Will any food vendors be serving at the event: X yes, _____ no, (if yes, how many, and
 what types) FAT guys - 2 Food Booths

Burgers - Dogs - Drinks

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

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

1. CAR Show June 2011 RAIN OUT
2. CAR Show June 2012 Good Weather - Lite Crowd
3. _____

Description of facility:

- A. Seating capacity: 2000 H- permanent; N/A temporary
- B. Other seating capacity: N/A festival; N/A standing room only (sq. ft.)
- C. Number of toilets available: Various permanent; 13 portable - units held over from YARD SALE
- D. Number of parking spaces available: 3000 H- on-site; _____ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours: _____ yes;
N/A no, if no, which lots are not lighted _____
- F. Source of potable water: Public - Portland Water
- G. Refuse containers available, number and size: As Required - Numerous
On hand - plus Dumpster
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse)
TROIANO
- I. When will refuse be picked up? Daily

Public Safety:

- J. Describe first aid facilities: Rescue Building on Grounds
- K. Describe emergency facilities: See Above
- L. Describe communication facilities: LAND LINES / Cell Phones
- M. Number of certified police officers: per Ordinance
- N. Other security personnel (include company name and qualification): STAFF
- O. Describe fire personnel: per Ordinance

Other:

- P. Name of liability insurance Philadelphia Ins. Co
Amount of coverage 1 mill / 5 mill; amount of property insurance N/A
- Q. Preferred type of performance guarantee (i.e. escrow account, Irrevocable letter of credit)
N/A

Authorized Signature

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

Authorized Signature

NOTE! The Cumberland Farmer's Club has filed with the IRS to become a 501(c)3 Charitable Org. (Awaiting Approval)



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 3/20/2013

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

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

PRODUCER Cross Insurance-Portland 2331 Congress Street PO Box 567 Portland ME 04112		CONTACT NAME: Dolly Libby PHONE (A/C No. Ext.): (207) 780-1677 FAX (A/C No.): (207) 780-6377 E-MAIL ADDRESS: dalibby@crossagency.com	
INSURED Cumberland Farmers' Club Attn: Gerry Prevost 39 Samuel Road Portland ME 04103		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: Maine Employers Mutual Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL128370161 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL COVR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PHPK742902	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ excluded
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG					PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY		PHUB351667	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS 10,000					AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		1810006422	5/24/2012	5/24/2013	WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYEE EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Annual Car Show on 06/09/13 (rain date of 06/16)

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

829-2214

 Town of Cumberland
 290 Tuttle Road
 Cumberland, ME 04021

CANCELLATION

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

Kasie Thornton/EJB

Kasie Thornton

ACORD 25 (2010/05)

INS025 (2010/05) 01

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



THE TROIANO FAMILY OF BUSINESSES



Troiano Waste Services

P O Box 3341
Portland, Maine 04104-3341
Telephone: 207-767-2070
FAX 207-767-6156

Troiano Transfer Station

P O Box 8439
Portland, Maine 04104-8439
Telephone: 207-767-2070
FAX 207-775-2468

T & J Towing

P O Box 1238
Portland, Maine 04104-1238
Telephone: 207-773-2122
FAX 207-767-6156

Associated Septic Services

P O Box 10839
Portland, Maine 04104
Telephone: 207-799-1980
FAX 207-767-6156

March 18, 2013

The Cumberland Farmers Club
140 Bruce Hill Road,
Cumberland, ME 04021

Dear Mr. Prevost

We at Troiano Waste and Associated Septic would like to thank you once again for letting us provide you liquid and solid waste solutions for 2013 at the Cumberland fair grounds facility. As discussed we will have adequate cans and trucks as needed to meet all your needs during your regular season and all your events.

Sincerely,

TJ Troiano
Troiano Waste Services, Inc.



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

P.O. BOX 221

OLD ORCHARD BEACH, ME 04064

PROPOSAL

March 18, 2013

TO: Binnie Media
Attn: Stan Bennett / Pat Collins
Phone: 207-712-6965
Email: sbennett@binradio.com (CC: pcollins@binradio.com)

RE: **Portable Toilet Rentals for Ultimate Yard Sale at Cumberland County Fairgrounds on 6/8/13**

We hereby submit specifications and estimates for:

10 Standard Portable Units (\$ 55.00 per unit)	\$	550.00
3 Barrier Free Portable Units (\$ 85.00 per unit)	\$	255.00
Waterless Hand Sanitizer	\$	No Charge
TOTAL	\$	805.00

*****DELIVERY TO BE 10/12/12, PICKUP TO BE 10/15/12

Price Includes: Delivery, Set Up, Pick-Up, Paper Goods, 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: _____

Authorized Signature: _____

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

Signature: M. Brown
Margi Brown, Office Manager

ITEM

13-073

To set a Public Hearing date (April 22nd) to consider and act on a
Mass Gathering Permit for the Chickadee Classic Dog Show to be
held June 20th – 23rd from 8:00 a.m. to 5:00 p.m.
at the Cumberland Fairgrounds

MEMORANDUM

To: William Shane, Town Manager

From: Tamara O'Donnell, Town Clerk

Re: Chickadee Classic Dog Show (formerly Penobscot Valley Dog Show)

I held a meeting at 9:00 a.m., on Thursday, March 28, 2013, with Cumberland Farmer's Club President Mike Timmons, Lt. Milt Calder, and Deputy Fire Chief Bernier.

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

- Certificate of Insurance attached.
- The event will run for four days this year, June 20th, 21st, 22nd and 23rd. The gates will be open from 8 a.m.-5 p.m. The 19th will be a set up day for the event.
- There will be fee of \$3.00 per car at the gate. Vehicles will be entering through the East Gate entrance to the parking area.
- No parking fee will be charged.
- Trash collection will be by Toriano Waste Company. Trash barrels will be provided and dumped daily by the Cumberland Farmers Club.
- Attendance levels are expected to be approximately 500 per day. As a result, Police Chief Charron and Fire Chief Small do not require a presence of Police on site or to have an ambulance dedicated to the event. Both departments will be on call and staff appropriately. The event will be reviewed yearly by the Police Department and the Fire Department.
- Communication by parties will be by cell phone and radio.
- The barnyard restaurant will be open and staffed by the Gray Methodist Church.
- There will be four portable restrooms available.

The Mass Gathering Permit fee of \$250.00 has been received by the Town. There will not be any additional fees unless Police presence or Fire presence is necessary.

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

TOWN OF CUMBERLAND

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

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

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

Name of Applicant: Chickadee Classic Dog Shows

Address of Applicant: 22 Normand D Lane, Eddington, Me 04428

Name of Event: Dog Show

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 property)

Name of promoter (if different from above): _____

Telephone number: 207-843-6362

Date of Event: June 20, 21, 22, 23 Time (start and finish times): 8 AM 5 P.M.

Number of tickets available: 500 daily

Expected attendance: 500-1000 Max.

Description of event: 4 Day Dog Show

Will any food vendors be serving at the event: ☒ yes, ~~no~~ no, (if yes, how many, and
what types) _____

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

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

1. Cumberland Fair Grounds June 2012
2. Cumberland Fair Grounds June 2011
3. Cumberland Fair Grounds June 2010

Description of facility: - Pulling Arena

- A. Seating capacity: 700⁺ permanent; 20 temporary
- B. Other seating capacity: N/A festival; N/A standing room only (sq. ft.)
- C. Number of toilets available: Men/Women permanent; 1 portable
- D. Number of parking spaces available: 1500 on-site; 1500 off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours: ✓ yes; _____ no, if no, which lots are not lighted _____)
- F. Source of potable water: Town of Cumberland / PWD
- G. Refuse containers available, number and size: 10 yds - 20 yds
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse)
Triano Rubbish
- I. When will refuse be picked up? Daily by Cumberland staff

Public Safety:

- J. Describe first aid facilities: Located on Fairgrounds
- K. Describe emergency facilities: Located on Fairgrounds
- L. Describe communication facilities: Cumberland Fair offices
Numerous cell phones.
- M. Number of certified police officers: Cumberland on call
- N. Other security personnel (include company name and qualification): Fire
police, Rescue on call
- O. Describe fire personnel: Town Systems

Other:

P. Name of liability insurance Hanover, Cross, Maine Insurance
Amount of coverage 2,000,000; amount of property insurance

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

Michael Timmons
Authorized Signature
President

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

Authorized Signature

THE HANOVER INSURANCE COMPANY

THE HANOVER INSURANCE COMPANY, 100 NORTH PARKWAY, WORCESTER, MA 01605
 COMMERCIAL LINES POLICY
 DECLARATION

POLICY NUMBER	FROM	POLICY PERIOD TO	COVERAGE IS PROVIDED IN THE	AGENCY CODE
RHS4693138 16	02/21/13	02/21/14	THE HANOVER INSURANCE COMPANY	55 2240
NAMED INSURED AND ADDRESS			AGENT	
PENOBSCOT VALLEY KENNEL CLUB 10 UNIVERSITY PLACE ORONO ME 04473			SPORTSMEN'S INS AGENCY PLAN, INC. PO BOX 799 170 E BROADWAY STREET CAPE VINCENT, NY 13618-0799	

LIMITS OF INSURANCE:
 GENERAL AGGREGATE LIMIT: \$2000000.00
 PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT: INCLUDED
 EACH OCCURRENCE LIMIT: \$1000000.00
 PERSONAL AND ADVERTISING INJURY LIMIT: EXCLUDED
 FIRE DAMAGE LIMIT, ANY ONE FIRE: \$100,000.00
 MEDICAL EXPENSE LIMIT, ANY ONE PERSON: \$ 5,000.00
 MISCELLANEOUS CLUB OWNED EQUIPMENT-INLAND MARINE \$ 5,000.00

 TATTOO COVERAGE (INCLUDED) \$250.00 DEDUCTIBLE

TOTAL ADVANCE COMMERCIAL GENERAL LIABILITY PREMIUM: \$775.00

FORMS APPLICABLE TO COMMERCIAL GENERAL LIABILITY:

FORMS AS PER MASTER POLICY RHS 4492061

ENDORSEMENTS APPLICABLE TO THIS POLICY:
 TRAINING CLASSES

FORM NO. 401-0023A 4/90

ISSUED 02/08/13

NEW BUSINESS

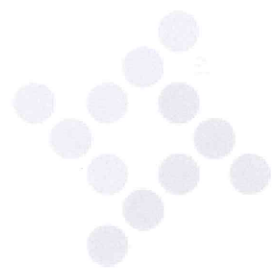
04/04/2013
15:13:52

TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

PAGE 1
glacript

FOR PERIOD 09 OF 2013

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
130 Administration	354,918.12	355,950.30	383,227.69	440,321.90	464,582.00
140 Assessor	96,795.86	110,347.45	118,632.18	118,718.40	64,153.00
150 Town Clerk-HR-Tax Collector	217,904.83	166,975.05	127,818.51	130,686.96	222,370.00
160 Technology	122,039.76	131,160.58	144,243.63	142,473.16	164,536.00
165 Elections	6,756.58	6,096.53	2,769.68	4,108.87	17,936.00
170 Planning	59,588.91	47,760.33	44,423.18	45,377.01	57,826.00
190 Legal	43,890.98	30,210.18	21,592.07	20,779.78	40,000.00
210 Police	782,882.22	759,218.13	795,445.69	845,925.55	1,038,354.00
220 Fire	566,432.70	568,988.96	539,933.35	559,539.49	743,075.00
230 Rescue	522.73	-66.06	00	00	00
240 Code Enforcement	34,598.07	42,201.97	47,783.24	49,502.60	80,663.00
260 Canine Control	34,295.44	31,886.32	25,987.91	30,809.87	34,280.00
310 Public Works	704,825.37	756,061.44	733,010.89	807,601.12	915,184.00
320 Waste Disposal	539,974.47	480,245.36	455,900.71	449,001.94	648,270.00
410 Recreation	386,051.16	389,106.39	434,131.05	491,999.33	571,001.00
430 Parks	144,816.70	119,054.94	109,954.04	106,166.88	191,771.00
440 West Cumberland Rec	6,632.92	6,953.45	6,379.07	5,182.23	8,914.00
450 Library	282,976.74	270,333.77	264,344.82	286,352.14	372,366.00
580 General Assistance	36,920.33	22,854.89	21,738.97	21,711.33	30,000.00
590 Health Services	9,047.53	4,547.53	6,153.37	7,981.00	8,875.00
620 Cemetery Association	25,179.98	24,277.50	22,195.00	22,960.00	26,700.00
630 Conservation Commission	81.82	1,956.00	1,500.00	255.00	6,000.00
650 Debt Service	532,146.92	818,264.33	810,233.07	572,892.69	913,551.00
750 Insurance	239,190.80	258,208.04	254,663.44	262,525.08	271,584.00
800 Fire Hydrants	34,778.07	40,990.91	41,895.44	42,642.46	57,000.00
810 Street Lighting	31,555.62	24,397.04	24,850.11	29,212.69	36,726.00
830 Contingent	35,932.22	23,910.00	34,560.23	7,133.62	46,000.00
840 Municipal Building	118,229.88	137,685.21	127,038.84	117,787.11	175,462.00
850 Abateaments	00	13,997.03	29,762.25	19,399.95	20,000.00
860 MSAD #51	8,189,722.97	8,859,852.72	9,253,022.49	9,882,454.95	13,193,552.25
890 County Tax	615,032.00	600,901.00	601,242.00	623,416.00	623,416.00
910 Capital Imp. Plan	532,538.00	333,485.00	333,485.00	896,137.00	896,137.00
TOTAL General Fund	14,786,259.70	15,437,812.29	15,817,917.92	17,041,056.11	21,940,284.25
TOTAL EXPENSES	14,786,259.70	15,437,812.29	15,817,917.92	17,041,056.11	21,940,284.25
GRAND TOTAL	14,786,259.70	15,437,812.29	15,817,917.92	17,041,056.11	21,940,284.25



04/04/2013
15:46:01

PAGE 1
glacript

TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

FOR PERIOD 10 OF 2013

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
0011 Tax Revenues					
0011 0303 Excise Tax	-1,104,775.13	-1,095,107.41	-1,090,501.89	-1,071,304.86	-1,330,000.00
0011 0304 Boat Excise Tax	-8,903.40	-6,552.70	-6,729.90	-3,919.90	-10,000.00
0011 0325 Supplemental Taxes		-19,640.85	.00	.00	.00
0011 0326 Tax Commitment	-15,762,892.88	-16,754,464.21	-17,378,405.88	-18,677,641.29	-18,699,045.00
0011 0328 Outer Islands Property Tax	-19,367.80	-39,663.36	-19,981.92	-20,232.32	-40,000.00
TOTAL Tax Revenues	-16,895,939.21	-17,915,428.53	-18,495,619.59	-19,773,098.37	-20,079,045.00
0012 License & Permit Revenues					
0012 0311 Hunting & Fishing License	-573.69	-544.00	-470.95	-318.83	-700.00
0012 0312 Marriage Lic & Vital Records	-2,405.00	-1,894.00	-1,203.80	-1,637.80	-3,000.00
0012 0313 Birth Certificates	-145.00	-679.60	-1,169.60	-963.60	-365.00
0012 0314 Death Certificates	-155.00	-835.20	-510.20	-1,541.80	-500.00
0012 0315 Clerk Licenses	-2,290.00	-4,585.00	-5,160.00	-2,016.00	-4,500.00
0012 0316 Shellfish Licenses	75.00	-3,410.00	-3,743.36	-2,327.80	-3,000.00
0012 0317 Conservation Fees	.00	-480.00	-1,056.64	-577.20	-500.00
0012 0334 Snowmobile Reg	-1,996.92	-1,854.52	-271.00	-444.54	-300.00
0012 0350 Solid Waste Permits	-150.00	.00	.00	.00	.00
0012 0361 Auto Reg. Fees	-16,221.00	-15,776.00	-15,339.00	-14,096.00	-20,000.00
0012 0362 Boat Reg. Fees	-405.00	-300.00	-305.00	-198.00	-500.00
0012 0366 Building Permits	-34,941.54	-25,795.65	-54,768.94	-70,583.73	-40,000.00
0012 0367 Electrical Permits	-8,630.10	-11,848.20	-13,178.80	-17,383.08	-15,000.00
0012 0368 Plumbing Permits	-7,293.50	-5,779.75	-10,933.00	-13,540.50	-10,000.00
0012 0369 Other Permits	-990.00	-1,800.00	-1,050.00	-700.00	-2,500.00
0012 0383 Agent Fees-Moses	-25.06	-19.50	-15.30	-13.92	.00
0012 0398 Application Fee	-700.00	-600.00	-1,400.00	-1,300.00	-1,000.00
0012 0401 Dog Revenue	-6,260.00	-5,697.00	-3,561.00	-1,927.00	-6,000.00
0012 0404 Commercial Haulers License	.00	.00	.00	-200.00	-500.00
TOTAL License & Permit Revenue	-83,106.81	-81,898.42	-114,136.59	-129,769.80	-108,365.00
0013 Intergovernmental Revenues					
0013 0327 Homestead State Reimb	-181,957.87	-115,976.23	-138,229.79	-171,007.14	.00
0013 0331 State Revenue Sharing	-462,779.30	-443,565.79	-482,251.41	-408,480.93	-575,000.00
0013 0332 Park Fee Sharing	-4,627.14	-7,379.87	-7,228.04	.00	-7,080.00
0013 0335 DOT Block Grant	-61,254.00	-61,254.00	-61,254.00	-61,254.00	-82,000.00

04/04/2013
15:46:01

PAGE 2
glactrpt

TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

FOR PERIOD 10 OF 2013

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
0013 0397 Windham-Fire & Rescue	.00	-3,900.00	-1,150.00	.00	-3,900.00
0013 0509 Regional Assessing	-13,522.08	-48,380.00	-46,880.00	-43,866.00	.00
0013 0545 North Yarm Sidewalk Plowing	-1,550.00	-3,597.00	-2,300.00	-2,600.00	-3,000.00
TOTAL Intergovernmental Revenue	-725,690.39	-684,052.89	-739,293.24	-687,208.07	-670,980.00
0014 Charges for Services					
0014 0399 Staff Review Fee	-1,900.00	-1,900.00	-6,050.00	-10,400.00	-3,000.00
TOTAL Charges for Services	-1,900.00	-1,900.00	-6,050.00	-10,400.00	-3,000.00
0015 Other Revenues					
0015 0305 Interest & Penalties	-31,533.15	-25,500.66	-26,548.09	-35,993.01	-50,000.00
0015 0306 Over/Short	414.62	948.17	314.63	48.82	-100.00
0015 0364 Growth Permits	-1,100.00	-900.00	-1,500.00	-2,500.00	-750.00
0015 0365 Board of Appeals	-300.00	-200.00	-100.00	-100.00	.00
0015 0379 Interest on Investment	-6,631.47	-1.47	.00	-1,346.25	.00
0015 0380 Interest On Savings	-6,372.24	-11,183.11	-5,917.69	.00	-10,000.00
0015 0381 Building Rentals	-950.00	-300.00	.00	.00	-825.00
0015 0382 Sale of Assets	-8,764.00	-25,000.00	-1,335.09	-15,224.00	-50,000.00
0015 0390 Misc. Revenue	-18,060.30	-1,953.09	-9,713.24	-3,645.45	-30,000.00
0015 0402 Cable TV Revenue	-107,593.81	-116,059.33	-116,673.63	-116,739.20	-110,000.00
0015 0403 Mooring Fees	-575.00	-810.00	-305.00	-160.00	-1,000.00
0015 0410 Private Ways	-400.00	-200.00	-200.00	-200.00	-400.00
0015 0432 Workers Compensation Dividend	.00	.00	.00	-7,300.34	.00
0015 0508 Impact Fees	.00	.00	-65,788.12	-41,669.60	-40,000.00
0015 0513 Assessing Records	-75.00	-75.00	-80.00	.00	-100.00
0015 0514 Credit Card Handling Fee	-1,000.00	-885.00	.00	.00	.00
TOTAL Other Revenues	-182,940.35	-182,119.49	-227,846.23	-224,829.03	-293,175.00
0021 Police Related Revenues					
0021 0347 North Yarmouth Channel 2	-950.00	.00	.00	.00	-2,000.00
0021 0348 North Yarmouth ACO Charges	-2,700.00	-2,775.00	-3,340.00	-3,122.22	-3,500.00
0021 0351 Police Issued Permits	-2,484.00	-4,987.00	-3,646.00	-4,077.00	-3,500.00
0021 0353 Police Insurance Reports	-494.00	-356.00	-424.00	-344.00	-500.00

04/04/2013
15:46:01

PAGE 3
glacript

TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

FOR PERIOD 10 OF 2013

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
0021 0427 PARKING TICKETS	-80.00	-720.00	-215.00	-347.20	-100.00
0021 0428 POLICE OUTSIDE DETAIL	-22,930.95	-18,093.30	-24,008.08	-22,774.02	-22,000.00
0021 0536 ANIMAL CONTROL OFF REVENUE	-2,394.00	-10,939.75	-1,801.00	-1,699.60	-2,500.00
0021 0546 Court Reimbursements	-2,254.96	-3,793.35	-2,468.17	-1,491.04	-3,500.00
0021 0547 Miscellaneous Police Revenue	-1,524.24	-175.00	-2,348.74	-23,638.14	-500.00
TOTAL Police Related Revenues	-35,812.15	-41,839.40	-38,250.99	-57,493.22	-38,100.00
0022 Fire Related Revenues					
0022 0390 Misc. Revenue	-40,089.25	-36,780.75	-8,553.04	-10,518.50	-15,000.00
0022 0431 OUTSIDE COVERAGE	-1,550.00	-17,497.00	-11,705.00	-15,866.00	-15,000.00
0022 0504 Rescue Billing	.00	.00	-83,073.39	-66,270.71	-155,000.00
TOTAL Fire Related Revenues	-41,639.25	-54,277.75	-103,331.43	-92,655.21	-185,000.00
0023 Rescue Related Revenues					
0023 0504 Rescue Billing	-87,456.19	-105,451.38	-10.00	-6,483.27	.00
0023 0507 Paramedic Intercepts	.00	-900.00	-1,800.00	-1,500.00	-2,000.00
TOTAL Rescue Related Revenues	-87,456.19	-106,351.38	-1,810.00	-7,983.27	-2,000.00
0031 Public Works Related Revenues					
0031 0355 Recycling Income	-14,028.52	.00	.00	.00	.00
0031 0390 Misc. Revenue	.00	.00	-485.18	-764.00	.00
0031 0517 Bags/Universal Waste	-125,991.50	-192,890.00	-185,433.50	-165,159.50	-290,000.00
0031 4680 Brush Passes	-856.00	-5,696.00	-6,749.00	-3,429.00	-5,200.00
TOTAL Public Works Related Rev	-140,876.02	-198,586.00	-192,667.68	-169,352.50	-295,200.00
0041 Recreation Related Revenues					
0041 0341 North Yarmouth Recreation Shar	-26,616.00	-26,664.00	-54,406.50	-37,764.75	-50,353.00
0041 0370 Recreation Programs	.00	-902.00	-8,189.80	-9,001.00	-10,579.00
0041 0371 Fall Recreation Revenue	-37,938.00	-42,251.25	-44,428.99	-43,884.60	-48,552.00

04/04/2013
15:46:01

PAGE 4
glactript

TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

FOR PERIOD 10 OF 2013

ACCOUNTS FOR: 001	General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
0041 0372	Winter Recreation Revenue	-77,731.60	-76,113.40	-92,811.37	-89,050.46	-69,563.00
0041 0373	Spring Recreation Revenue	-27,146.50	-21,774.38	-14,233.60	-2,757.17	-27,000.00
0041 0374	Summer Recreation Revenue	-65,411.00	-31,441.10	-30,275.77	-34,756.46	-204,370.00
0041 0375	MSAD #51 Recreation Revenue	.00	.00	.00	.00	-10,000.00
0041 0385	After School Programs	.00	.00	-103,742.70	-90,547.45	-122,236.00
0041 0570	Rec Soccer Revenue	.00	.00	.00	-1,755.00	.00
	TOTAL Recreation Related Reven	-234,843.10	-199,146.13	-348,088.73	-309,516.89	-542,653.00
0043	Field Usage Fees					
0043 0390	Misc. Revenue	.00	-100.00	-7,210.50	-11,716.77	-15,000.00
	TOTAL Field Usage Fees	.00	-100.00	-7,210.50	-11,716.77	-15,000.00
0045	Library Related Revenues					
0045 0342	North Yarmouth Library Share	-69,364.50	-66,783.00	-105,372.75	-98,457.00	-131,276.00
0045 0392	Library Fines	-5,434.93	-4,445.57	-3,077.43	-3,456.29	-3,500.00
0045 0393	Library Interest Income	-108.00	-65.92	-246.34	-209.84	.00
0045 0394	Misc. Library Revenue	-1,155.30	-1,006.25	-1,251.50	-1,407.60	-1,000.00
	TOTAL Library Related Revenues	-76,062.73	-72,300.74	-109,948.02	-103,530.73	-135,776.00
	TOTAL General Fund	-18,506,266.20	-19,538,000.73	-20,384,253.00	-21,577,553.86	-22,368,294.00
	TOTAL REVENUES	-18,506,266.20	-19,538,000.73	-20,384,253.00	-21,577,553.86	-22,368,294.00
	GRAND TOTAL	-18,506,266.20	-19,538,000.73	-20,384,253.00	-21,577,553.86	-22,368,294.00

