

AGENDA
Cumberland Town Council Meeting
Town Council Chambers
MONDAY, March 12, 2012
6:00 Workshop
7:00 p.m. Call to Order

6:00 P.M. WORKSHOP re: Small Brook Crossing Silent Second Mortgage

I. CALL TO ORDER

II. APPROVAL OF MINUTES
February 27, 2012

III. MANAGER'S REPORT

IV. PUBLIC DISCUSSION

V. LEGISLATION AND POLICY

- 12 – 027** To hold a Public Hearing to consider and act on a Class I Liquor License, Special Amusement Permit, and Auxiliary Mobile Golf Cart License for Rachel's on The Green at Val Halla, for the period of April 2012 – April 2013.
- 12 – 028** To hold a Public Hearing to consider and act on a Mass Gathering Permit for a Boys Lacrosse Jamboree to be held at Twin Brook Recreation Facility on May 5th from 8:00 a.m. – 5:00 p.m.
- 12 – 029** To hold a Public Hearing to consider and act on a Mass Gathering Permit for a Girls Lacrosse Round Robin to be held at Twin Brook Recreation Facility June 2nd from 8:00 a.m. – 5:00 p.m.
- 12 – 030** To send to the Planning Board for a Public Hearing and recommendation, amendments to the Contract Zone Agreement for Small Brook Crossing. *TABLED FROM 2-27-12*
- 12 – 031** To reappoint William Longley as Code Enforcement Officer and Plumbing Inspector, and Daniel Small and Stanford Brown as alternates.
- 12 – 032** To set a Public Hearing date (March 26th) to consider and act on draft zoning amendments to Section 104.140 (definition of Self Storage Facilities), to include design standards, as recommended by the Planning Board.
- 12 – 033** To set a Public Hearing date (March 26th) to consider and act on draft zoning amendments to Section 420 (Self Storage Facility), to require internal access to units and limit external garage doors to one standard door on the front of building facing the road and no more than two overhead doors on the remainder of the building, as recommended by the Planning board.
- 12 – 034** To set a Public Hearing date (March 26th) to consider and act on draft zoning amendments to Section 204.14.1.13 (Industrial District) (Self-Storage Facilities), to add; *subject to the provisions of Section 420*, as recommended by the Planning Board.
- 12 – 035** To set a Public Hearing date (March 26th) to consider and act on draft amendments to the Site Plan Ordinance to include a definition of “*Total Building Area*”, as recommended by the Planning Board.

- 12 – 036** To set a Public Hearing date (March 26th) to consider and act on draft amendments to the Route 100 Design Standards to add Section 2.1.5 (Overhead Doors), as recommended by the Planning Board.
- 12 – 037** To set a Public Hearing date (March 26th) to consider and act on draft zoning amendments to the Growth & Impact Fee Ordinance, as recommended by the Planning Board.
- 12 – 038** To set a Public Hearing date (March 26th) to consider and act on adoption of the FY'13 Municipal Budget.

VI. NEW BUSINESS

VII. ADJOURNMENT

MOTIONS

PROPOSED AMENDMENTS TO SECOND AMENDED CONTRACT ZONING AGREEMENT by and between the TOWN OF CUMBERLAND and GEORGE R. RICKLEY, relating to the Small's Brook Crossing Subdivision:

I. Amend Section IV (3)(a) to delete the existing paragraph and restate it as follows:

"The Note will bear interest at a simple annual rate of four percent (4%), which will accumulate annually except that said accumulation shall terminate after twenty (20) years as to any owner of a lot at Small's Brook, who has continuously resided in the home ~~constructed~~ as his principal residence for said 20-year period."

II. Amend Section IV(3)(c) to add an additional sentence as follows:

"The houses at Small's Brook may be rented once for up to a two (2) year period during the ownership thereof based on approval by the Town Manager on an application by the owner documenting in a manner satisfactory to the Town Manager in his sole discretion that said owner is unable to continue to reside thereat." *or his designee*

III. Amend Section IV to add an additional paragraph at the end of the section as follows:

"As to lots subject to the second mortgage and note running to the Town specified herein, either the initial owner or any subsequent owner, who has assumed said note and mortgage, may pay-off that note in full with accrued interest at anytime, ~~in which event, the Town will discharge its second mortgage and the property so encumbered will be released from the lien of the mortgage and from the affordability covenant of this Contract Zoning Agreement.~~"

MOTIONS

- 12 - 027** **I move to approve** the Class I Liquor License, Special Amusement Permit, and Auxiliary Mobile Golf Cart License for Rachel's on The Green at Val Halla, for the period of April 2012 - April 2013.
- 12 - 028** **I move to approve** the Mass Gathering Permit for a Boys Lacrosse Jamboree to be held at Twin Brook Recreation Facility on May 5th from 8:00 a.m. - 5:00 p.m.
- 12 - 029** **I move to approve** the Mass Gathering Permit for a Girls Lacrosse Round Robin to be held at Twin Brook Recreation Facility June 2nd from 8:00 a.m. - 5:00 p.m.
- 12 - 030** **ORDERED**, that the attached proposed Amendments to the Second Amended Contract Zoning Agreement by and between the Town of Cumberland and George R. Rickley relating to the Small's Brook Crossing Subdivision (a) capping the interest on the Town's silent second note and mortgage; (b) clarifying that owners may pay off that mortgage voluntarily and be relieved from the affordability covenants; and (c) allowing a short-term rental be forwarded to the Planning Board for its consideration and advice.
- 12 - 031** **I move to reappoint** William Longley as Code Enforcement Officer and Plumbing Inspector, and Daniel Small and Stanford Brown as alternates, for the period of April 1, 2012 – March 31, 2013.
- 12 - 032** **I move to set** a Public Hearing date of March 26th to consider and act on draft zoning amendments to Section 104.140 (definition of Self Storage Facilities), to include design standards, as recommended by the Planning Board.
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MINUTES

02-27-12

MINUTES
Cumberland Town Council Meeting
Town Council Chambers
MONDAY, February 27, 2012
6:00 Workshop
7:00 p.m. Call to Order

6:00 P.M. Workshop re: Small Brook Crossing Silent Second Mortgage

7:00 P.M. Call to Order

Present: Chairman Perfetti, Councilors Moriarty, Turner, Storey-King, Gruber, Copp & Stiles.

I. APPROVAL OF MINUTES

February 13, 2012

Motion by Councilor Storey-King, seconded by Councilor Stiles, to approve the minutes as presented.

VOTE: 7-0

UNANIMOUS PASSAGE

II. MANAGER'S REPORT

- The Fire Department received \$540 in donations in memory of Oland "Bud" Knight. This money will go toward fire department equipment. The donations are very much appreciated.
- March 15th is the deadline for acceptance of applications for names on the Veterans Monument. The names have to be turned into the monument company to be sure the engraving of names is done in time for a Memorial Day dedication ceremony.
- There will be a family snowshoeing and cross-country ski event in the Rines Forest this Saturday from 10:00 a.m. – noon hosted by the Cumberland Land Trust.
- There have been rumors regarding the banning of dogs in Twin Brook. This is not true. To be quite honest, there have been very few complaints regarding dogs to any Town staff, the Animal Control Officer, or the Police. If there are issues with dogs in the park, they cannot be dealt with if offered second or third hand. Any problems should be reported directly to the ACO or Police Department.

III. PUBLIC DISCUSSION

Brad Hilton of Blanchard Road said he had 4 items to talk about this evening:

- He feels that the wind turbine ordinance is a good ordinance and has worked well for him. He is reducing his carbon footprint with the wind turbine that he installed on his property.
- In the 2011 Town Report, the building permit page appears to be the same as last year. This should be corrected.
- He acknowledged that the Town has done a good job at selling off Town owned property, but the list is still large. He would like to know what the town intends to do and if there is a mechanism in place to sell the smaller parcels to abutters. The abutters are likely the only people who would be interested in purchasing the smaller parcels. Mr. Hilton asked if the Town ever considered the piece of land on Greely Road next to the RR tracks as a place for a railroad access point. He feels that the Town should be looking into a passenger train connection point.

- Mr. Hilton said that the Town has done a great job at getting Val Halla where it is today, but it might make sense to make the golf course private as opposed to a public operation. Perhaps offer a potential buyer real estate tax benefits or assisting with financing, while keeping the open space for winter recreation activities. He would like to see a decrease in the amount that the Town pays for Val Halla and get it on the tax rolls.

Chairman Perfetti thanked Mr. Hilton and invited the Council to respond to any of Mr. Hilton's comments.

Councilor Turner said that in regard to selling small parcels to abutters, the problems becomes putting a value or price on them. The issue has been discussed and it is still on the Council's mind.

Chairman Perfetti said that everything that Mr. Hilton mentioned in regard to Val Halla has been discussed by the Town. He feels that it is fair to say that the Council has chosen to keep working on preserving Val Halla and wants to continue to attempt to make the Enterprise Fund work the way it should.

IV. LEGISLATION AND POLICY

12 – 021 To consider and act on a tax abatement request for property located at 28 Pine Lane for taxes paid in FY'10 and FY'11.

Town Manager Shane explained that the property owner realized that they were assessed for a water view that was only there for part of the year (when the leaves are off the trees). There is a significant difference between partial water view and a full water view. The resident reported the issue to the Tax Assessor and the Assessor corrected the taxes for that year. The property owner inquired how many years of taxes is she eligible for abatement. The Manager said that tax abatements are typically 3 years and not for valuation issues. The Manager explained that the Town Attorney advised him that the Council's authority in granting appeals is limited to mathematical or computation error, incorrect location assessed, or incorrect owner assessed. The law states that it is the responsibility of the homeowner to know what they are being assessed for and taxed on. Unless the state law changes, the Manager said he doesn't foresee any abatement requests coming before the Council because in most cases, they are not able to approve abatements.

Councilor Moriarty said that denying this abatement request goes against his instinct because it seems to be an error that the Council ought to be able to be able to correct. The interpretation of the law says that this is not an error within the meaning of the statute, and the authority of the Council is very limited. When the Council assumes office, they take an oath to uphold both the Constitution and the laws of the State. He agrees with the Manager that the State Law needs to be corrected.

Councilor Storey-King said that the intent of the law is to protect the town's financial commitment beyond individual fiscal years. It can be disrupted by instances such as these and people need to be mindful of this fact.

Motion by Councilor Moriarty, seconded by Councilor Storey-King, to deny the tax abatement request for property located at 28 Pine Lane for taxes paid in FY'10 and FY'11.

VOTE: 7-0 UNANIMOUS PASSAGE

12 – 022 To send to the Planning Board for a Public Hearing and recommendation, amendments to the Contract Zone Agreement for Small Brook Crossing.

Chairman Perfetti explained that the Council met again this evening in workshop to discuss this item. There was a request to change some of the policies in regard to Small Brook Crossing and the Council has met a few times

to discuss the issues and attempt to come up with a solution. Since there is no sense of urgency, Chairman Perfetti suggested tabling this item and holding another workshop on March 12th.

Councilor Moriarty said that he would prefer to deal with it as a whole unit and not piecemeal. He agreed that tabling was a good idea.

Motion by Councilor Moriarty, seconded by Councilor Stiles, to table this item to the next meeting.

VOTE: 7-0

UNANIMOUS PASSAGE

12 – 023 To consider and act sending to the Planning Board for a Public Hearing and recommendation, a request for the expansion of setback Overlay District One to include property located at 145 Foreside Road.

Town Manager Shane explained that the owners are attempting to sell the property and if they were included in the Overlay District, it would allow for future expansion of the house and make it more attractive to potential buyers. Currently there is very little or no opportunity for expansion. The purpose of the Setback Overlay District was to allow homeowners to add decks or additions because their lots are so small they were frequently going before the Zoning Board when they wanted to expand.

Councilor Moriarty asked why the property owners could not request a variance.

Councilor Turner said he agrees that including this parcel into the Setback Overlay District of the Wildwood neighborhood makes sense. The only reason that this parcel isn't in Wildwood is because of the large house abutting it and it makes sense to accommodate this request. Years ago, the Zoning Board attempted to come up with a less stringent variance requirement because of so many variance requests that came before them. It was determined that the less restrictive requirement turned into more of a problem. He feels that there are no grounds for a variance to be granted and it would turn into a serious problem. This house has been there for a long time and he feels that it would be a disservice to the property owner not to include it in the Setback Overlay District.

Councilor Moriarty reiterated that he would prefer to see the property owners attempt the variance route first before Zoning is changed.

Town Manager Shane said that owners chose not to go that route because of the fee involved and the fact that they would need legal representation to get a variance.

Motion by Councilor Storey-King, seconded by Councilor Gruber, to forward to the Planning Board for a Public Hearing and recommendation, the expansion of setback overlay District One to include property located at 145 Foreside Road.

VOTE: 6-1 (Moriarty opposed)

MOTION PASSES

12 – 024 To consider and act on sending to the Planning Board for a Public Hearing and recommendation, amendment to the Industrial Zone to add Motor Vehicle Sales as a permitted use.

Town Manager Shane explained that motor vehicle sales are currently not permitted in the Industrial Zone (vehicle maintenance is a permitted use). This request came from a homeowner who currently has a small auto repair business at his home. The property abuts a gravel pit and there is another gravel pit across the street. The owner hopes to be able to sell vehicles by this spring.

Councilor Copp said that this is an instance where a resident came forward to ask for permission rather than forgiveness. He sees no issue with it.

Motion by Councilor Moriarty, seconded by Councilor Copp, to forward to the Planning Board for a Public Hearing and recommendation, amendment to the Industrial Zone to add Motor Vehicle Sales as a permitted use.

VOTE: 7-0

UNANIMOUS PASSAGE

12 – 025 To set a Public Hearing date (March 12th) to consider and act on a Class I Liquor License, Special Amusement Permit, and Auxiliary Mobile Golf Cart License for Rachel's on The Green at Val Halla, for the period of April 2012 – April 2013.

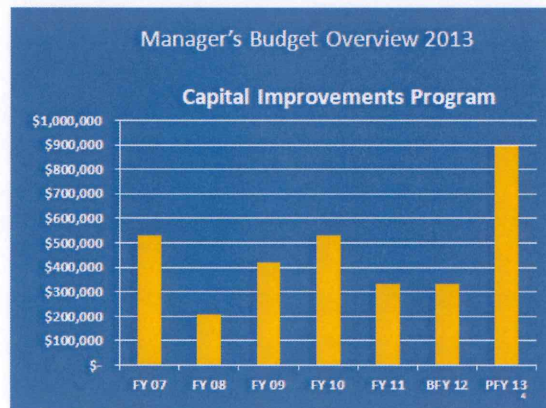
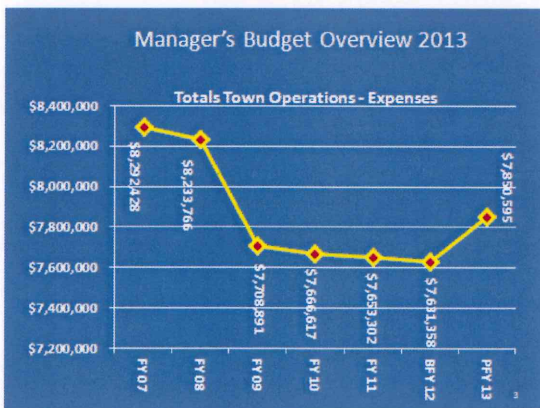
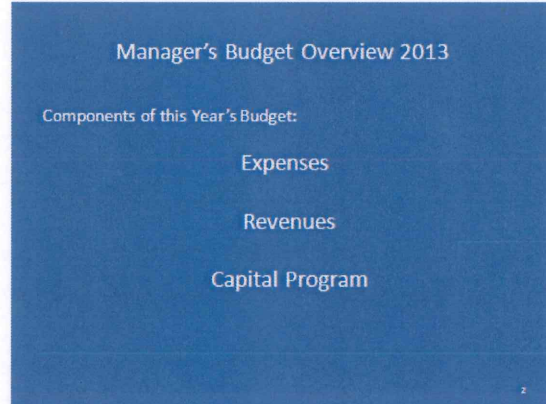
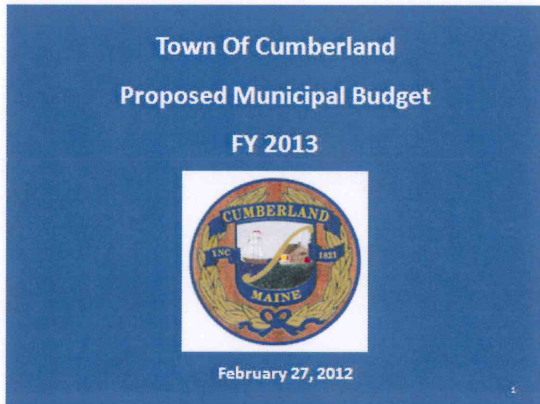
Motion by Councilor Stiles, seconded by Councilor Turner, to set a Public Hearing date of March 12th to consider and act on a Class I Liquor License, Special Amusement Permit, and Auxiliary Mobile Golf Cart License for Rachel's on The Green at Val Halla, for the period of April 2012 - April 2013.

VOTE: 7-0

UNANIMOUS PASSAGE

12 – 026 Town Manager's FY'13 budget presentation.

Town Manager presented the following:



Manager's Budget Overview 2013

Components of this Year's Budget:

Expenses: Up 2.79 % or \$ 219,236

- Recreation Up \$109K offset by \$134k in new Revenues
- \$36K added for Fuel Contingency
- \$10k increase in Abatements
- \$22k increase in County Taxes
- \$20k transfer from VH to PW for Winter Plowing (2)

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Manager's Budget Overview 2013

Components of this Year's Budget Continued:

Revenues: Up 2.39 % or \$ 72,333

Taxes	\$ 4,554	Fire	\$ (15,000)
Licenses	\$ (1,850)	EMS	\$ -
Gov	\$ 3,000	Pub Wrks	\$ (10,000)
Services	\$ 2,000	Recreation	\$133,596
Other	\$ (58,300)	Library	\$ (3,167)
Police	\$ 2,500	Fields	\$ 15,000
		NET GAIN	72,333

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Manager's Budget Overview 2013

Components of this Year's Budget Continued:

Revenues: Up 2.39 % or \$ 72,333 – Biggest Losers

REVENUE REDUCTIONS IN FY 2013	
Interest on Investments	\$45,000
Sale of Assets	\$25,000
Trash Bags	\$10,000
N. Yar. Rec Fees	\$19,535
N. Yar Library fees	\$3,167
Misc. Fire Revenues	\$15,000
	\$117,702

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Manager's Budget Overview 2013

Capital Stewardship

- The difficult transition from Secession, Recession, and Depression II, since 2007, has had a serious impact on the Town's entire operations, but in particular has left a crater like void in funding for Capital Improvements.
- A neighboring community recently changed their Capital Improvement Program to a Capital Stewardship Plan. Stewardship certainly is a better description of our responsibility to insure that our infrastructure, parks, buildings, and equipment are left in a good condition for our residents and the Town Councils of the future.
- The choices in the past were few, due to a 15% (\$220,000,000) loss of property values overnight. Our present property tax base has now stabilized. I project we will realize a \$20M to \$30M for the next several years.

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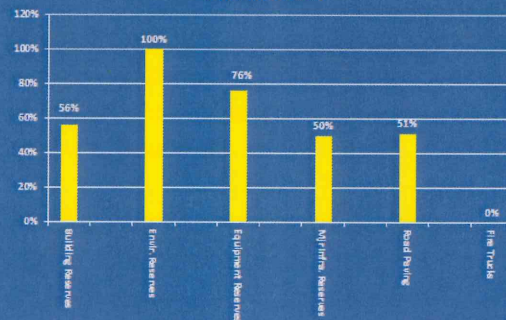
Manager's Budget Overview 2013

Capital Program	2012 BUDGET	% TO GOAL	2013 PROPOSED	EST GOAL	% TO GOAL
Building Reserves	\$ 50,000	40.00%	\$ 70,000	\$ 125,000	56.00%
Environmental Reserves	\$ 32,000	100.00%	\$ 32,000	\$ 32,000	100.00%
Equipment Reserves	\$ 161,500	35.89%	\$ 343,500	\$ 480,000	76.33%
Major Infrastructure	\$ -	0.00%	\$ 50,000	\$ 100,000	50.00%
Road Paving	\$ 89,985	11.25%	\$ 410,637	\$ 800,000	51.33%
Fire Trucks		0.00%	\$ -	\$ 248,230	0.00%
TOTAL CAPITAL IMPROVEMENTS	\$ 333,485	19.00%	\$ 906,137	\$ 1,755,230	51.62%

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Manager's Budget Overview 2013

% TO GOAL FY 2013



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Manager's Budget Overview 2013

Building Reserves – 56% of Goal

2011 ACTUALS	2012 BUDGET	% TO GOAL	2013 PROPOSED	EST GOAL	% TO GOAL
\$ 42,500	\$ 50,000	40.00%	\$ 70,000	\$ 125,000	56.00%

Account Explanation	# of Units	Unit Price	Total
Heating at W. Cumberland	1	\$ 25,000	\$ 25,000
Voting Machines	1	\$ 15,000	\$ 15,000
Building Repairs	1	\$ 30,000	\$ 30,000
Playground Funding	1	\$ 25,000	Deferred
Heating Plant -Fire	1	\$ 20,000	Deferred
Heating Plant -Library	1	\$ 20,000	Energy Audit
			\$ -
TOTAL COST			\$ 70,000

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Manager's Budget Overview 2013

Environmental Reserves – 100% of Goal

- Monitoring, education and a lot of what we always have done, are required to be documented and submitted to the DEP annually. Twenty communities partnered in developing educational programming to assist all of us in this federal mandate.

- This spring we will be stenciling 125 catchbasins along Rt. 88 with the High School environmental class to educate the public not to dispose of oil or toxins into the storm drains as they directly discharge to Casco Bay.



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Manager's Budget Overview 2013

Equipment Reserves – 76% of Funding Goal

Account Explanation	# of Units	Unit Price	Total
Emergency Antenna Upgrade	EMS 1	\$ 60,000	\$ 60,000
Police Cruiser and SUV	Police 2	\$ 26,000	\$ 52,000
Mower	Parks 1	\$ 60,000	\$ 60,000
Plow Truck	Highway Deferred	\$160,000	\$ -
1 Ton Pick-up Replacement	Highway 1	\$ 35,000	\$ 35,000
Highway miscellaneous winter equipment	Highway 1	\$ 40,000	\$ 40,000
Misc. Equipment Replacement	Fire 1	\$ 25,000	\$ 25,000
Fire/ EMS	Fire 1	\$ 46,500	\$ 46,500
Police Equipment	Police 1	\$ 15,000	\$ 15,000
FY 2014 Ambulance Replacement	Fire Deferred	\$200,000	\$ -
			\$ -
TOTAL COST			\$ 333,500

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Manager's Budget Overview 2013

Equipment Reserves – 76% of Funding Goal



2008 Ford Expedition 150,000 miles



2005 Ford Explorer 77,000 miles

Last year no vehicles were replaced. We expect to replace both SUV's with a similar style to the Explorer for \$26,000 each. Better gas mileage then the Crown Victorias and maintenance has been better.

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Manager's Budget Overview 2013



John Deere Mower 1600
2002
Wide Area Mower

- Condition: Poor
- Last Hours: 1760.8
- Maintenance cost last 5 years approximately \$6,336.66- \$60,000 replacement Cost



Truck #9 - 1996 Plow Truck
Deferred Replacement
\$ 160,000 Replacement Cost

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Manager's Budget Overview 2013



Truck #9 Above - New Body needed plus repairs to sander apparatus and most of truck.

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Manager's Budget Overview 2013



\$ 50,000 Band-Aid for plow replacement parts, steel and welding of 3 plow trucks needing replacement within 5 years :

- Truck #2 1996 - At replacement = 19 years
- Truck #9 1995 - At replacement = 19 years
- Truck #15 1999 - At replacement = 17 years

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Manager's Budget Overview 2013

Major Infrastructure – 50% of Funding Goal

This category will allow for the Highway crew to replace culverts, improve shoulders, and clean ditches in preparation of the upcoming road-paving schedule. This will ultimately reduce our road repair costs. This fund could also be used for the larger and deeper culvert replacements, which will need to be contracted. A great example is the Val Halla Road culverts both 25 beneath the roadway and replaced this fall by a private contractor for \$72,000.



Blanchard Road
Culvert Lining 2001
by Highway
Department

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Manager's Budget Overview 2013

Road Paving – 51% of Funding Goal

Paving and road construction are the two most pressing Capital Stewardship issues we face annually. At your December Town Council meeting, Chris Bolduc, our Public Services Director, presented a comprehensive program. The plan will require a funding commitment of over \$400,000 in FY 13; \$620,000 in FY 14; and \$800,000 in FY 15 and thereafter.

While this year is the transition year where we will attempt to triage roads such as Middle Road and Greely, until adequate funding is available to repair. Both roads would be candidates for future road bonds because of the extensive base and drainage improvement that may be needed.

The full paving plan is attached as an appendix to this report.

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Manager's Budget Overview 2013

Road Paving – 51% of Funding Goal

Account Explanation		Unit Price	Total
Friar Lane - Recon	0.62	\$246,621	\$246,621
Greely Road	3.18	\$127,836	\$127,836
Middle Road	0.90	\$36,180	\$36,180
Misc. Road Repairs	0.00	\$50,000	\$50,000
Total Treatment Miles	4.70		\$0
Total Town Roads - 51.20 Miles	9.18%		\$0
Total State Roads - 21.70 Miles	9.22%		\$0
Possibly Rt 9 - 2 miles +/-			\$0
			\$0
			\$460,637

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Manager's Budget Overview 2013

Road Paving – 51% of Funding Goal

	2013	2014	2015
	PROPOSED	PROPOSED	PROPOSED
Road Paving	\$ 460,637	\$ 620,000	\$ 800,000

The full paving plan is attached as an appendix to this report. The entire report will be on the website and part of the budget documents.

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Manager's Budget Overview 2013

Road Paving – 51% of Funding Goal



Reclamation of asphalt pavement by grinding the pavement into small pieces in place and mixing with the existing gravel will form a stronger future base. This eliminates removal of excessively cracked pavement and adds a supplemental gravel/pavement base layer prior to new pavement. We will be using a cement stabilizer as well for additional strength. (\$ 45,000 per mile @ \$3 SY)

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Manager's Budget Overview 2013

Road Paving – 51% of Funding Goal



This is the first layer of pavement also known as the binder or base pavement. This layer is typically 2.5" thick and comprises 63% of the total pavement thickness (4"). (\$196,000 per mile) We typically have waited 1 year to overlay the binder with surface pavement layer of 1.5" to allow for any defects in the road to appear during or just after the frost/defrost cycle of the base. This allows us to repair any defects prior to the final paving. (\$ 117,660 per mile @ \$85/ton)

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Manager's Budget Overview 2013

Fire Trucks- 0% currently in Bond Schedule

To pull all Fire Trucks out of the Bond Schedule and into Reserve Account we would need to budget nearly \$248,230 per year over the next 6-13 years. After we have "caught-up" with the replacement schedule we could look to fund \$140,000 per year versus \$224,000 per year to bond. I anticipate the funding plan to be considered as part of the FY 2014 budget not the FY 2013.

Bonded Fire Trucks	Per Year
Engine 101 - 2006	\$ 30,769
Engine 102 - 2007	\$ 28,571
Engine 105 - 2002	\$ 44,444
Ladder 107 - 2000	\$ 100,000
Rescue 103 - 2002	\$ 44,444
	\$ 248,230

\$140,000 per year versus \$224,000 for Bonding. \$2.8 M in Fire Trucks

\$140,000 per year goal will begin once a truck is replaced if this funding strategy is accepted.

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

1. Remain budget neutral between 2011 and 2012. (operating budget-revenues = no increase)

	Actual FY 11	Budget FY 12	Proposed FY 13	Proposed Change \$	% Change
Town Operations	\$7,653,302	\$7,631,358	\$7,850,595	\$ 219,236	2.79%

	2011 Budget	2011 Actual	2012 Budget	2013 Proposed	\$\$\$ CHANGE	% CHANGE
Revenues	\$3,602,533	\$3,640,026	\$3,571,916	\$3,645,949	\$74,033	2.07%

\$ 219,236
\$ -74,033
\$ 145,203 Net Increase

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

1. Remain budget neutral between 2011 and 2012. (operating budget-revenues = no increase)

\$ 219,236
\$ -74,033
\$ 145,203 Net Increase

Interest on Investments	\$45,000
Sale of Assets	\$25,000
Trash Bags	\$10,000
N. Yar. Rec Fees	\$19,535
N. Yar Library fees	\$3,167
Misc. Fire Revenues	\$15,000
	\$117,702

Reduction in revenue line items FY 2013 to FY 2012 to more accurately reflect actuals.

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

2. Enact LD 284-489 for eligible Cumberland senior citizens that apply for property tax deferrals.

Quick Overview of LD 489 :

The legislative body of a municipality may by ordinance adopt a property tax deferral program for senior citizens, referred to in this section as "the program." Upon application by a taxpayer, a municipality may defer property taxes on property if the following conditions are met:

- A. The property is an eligible homestead where the taxpayer has resided for at least 10 years prior to application;
- B. The taxpayer is an owner of the eligible homestead, is at least 70 years of age on April 1st of the first year of eligibility and occupies the eligible homestead; and
- C. The household income of the taxpayer does not exceed 300% of the federal poverty level.

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

3. Consider other options for Public Works services, such as snow plowing and lawn maintenance of town properties through RFP process and competitive negotiations.

While this goal is consistent with future plans of the Administration, the plan will be implemented through attrition of the workforce over the next five to seven years. As equipment operators retire, snowplow routes will be subcontracted and more road services contracted. This policy and plan has been supported by previous Town Council and is reviewed annually during the budget process.

Additional capital purchase of at least two plow trucks (\$160,000 each) will be necessary to maintain the current level of service. The plow trucks original life expectancy was 12 years and has been extended to 15 years due to unavailable funding.

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

4. Continue to review potential regionalization options.

This is a goal that never leaves the list and has been tasked to the Manager for the past 9 years. In 2003, we had 64 employees, today the number is 49. We have strived to consolidate and share employees and services with area towns to maintain our current level of service. Our current agreements include:

1. Cumberland County Dispatch Center
2. Code Enforcement with Yarmouth
3. Library & Recreation services with North Yarmouth
4. Assessing Services with the Town of Yarmouth
5. Harbormaster & Animal Control Services with Falmouth
6. Inter-local Stormwater Management with 16 communities
7. Mutual aid agreements with local Fire-EMS and Police Departments
8. Equipment Sharing with area Towns
9. Gas Main expansion opportunities with Falmouth & Yarmouth
10. Ecomaine- 15 communities – Recycling and Waste disposal facility
11. PACTS – transportation planning and infrastructure management of State roads
12. Chamber of Commerce- Greater Portland and Falmouth- Cumberland

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

5. Consider developing a policy that ensures a set percent (percentage) of our annual budget be for capital future expenditures.

The Capital Stewardship 5 year plan hopes to accomplish and reach this goal. I expect we will be able to fully fund the depreciation on capital assets with 10 years if we can stick to the plan.

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

6. Strive for the lowest mil rate compared to the neighboring communities of Yarmouth, Freeport, Cape Elizabeth, and Falmouth

State Equalized Valuations:

Municipality Name	2008 Population	2009 Tax Assessment	2011 State Val	Mil Rate	Taxes / Person
FALMOUTH	11,021	\$25,608,277	\$2,131,400,000	\$ 12.01	\$ 2,324
FREEPORT	8,270	\$18,798,786	\$1,526,300,000	\$ 12.32	\$ 2,273
NO YARMOUTH	3,637	\$5,566,299	\$451,550,000	\$ 12.33	\$ 1,530
CAPE ELIZABETH	8,984	\$23,412,446	\$1,789,750,000	\$ 13.08	\$ 2,606
CUMBERLAND	7,586	\$15,759,205	\$1,084,700,000	\$ 14.53	\$ 2,077
YARMOUTH	8,038	\$24,997,456	\$1,567,950,000	\$ 15.94	\$ 3,110

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

6. Strive for the lowest mil rate compared to the neighboring communities of Yarmouth, Freeport, Cape Elizabeth, and Falmouth

With the absence of any real commercial tax base, we have been overly burdened by a 97% + residential property tax burden while our neighboring communities have enjoyed the benefit of a commercial tax base and a substantial amount of additional real estate. Ironically, when you look at the Taxes per person column we are the least (except for North Yarmouth) of our neighboring comparison communities. We currently have 30% - 50% less valuation than our comparison neighbors.

To achieve the goal we would need about \$179 million in property valuation growth (6 CMP Raven Farm sub stations or 60 new SEAFAX like businesses) or budgets cuts of \$2.2 Million dollars or some combination of the two.

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

6. Strive for the lowest mil rate compared to the neighboring communities of Yarmouth, Freeport, Cape Elizabeth, and Falmouth

Impact of Commercial Value in Tax Base:

	Total Valuation 2010	% Commercial	\$ Commercial
7,404 CUMBERLAND	\$1,131,350,000	3%	\$33,940,500
10,996 FALMOUTH	\$2,171,450,000	14%	\$304,003,000
8,051 FREEPORT	\$1,554,400,000	33%	\$512,952,000
8,129 YARMOUTH	\$1,634,600,000	28%	\$457,688,000

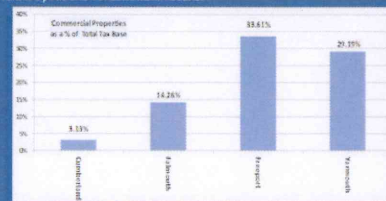
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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

6. Strive for the lowest mil rate compared to the neighboring communities of Yarmouth, Freeport, Cape Elizabeth, and Falmouth

The Average of Freeport, Falmouth and Yarmouth is nearly \$425,000,000 or more than 9 X greater than Cumberland's total commercial value. This gap will shrink somewhat with a \$30M substation and additional business growth over the next few years on Route One and we may achieve only being 8X less commercial growth, but the gap is huge and will remain that way for the foreseeable future.



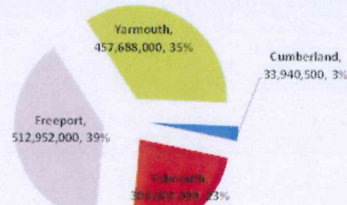
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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

6. Strive for the lowest mil rate compared to the neighboring communities of Yarmouth, Freeport, Cape Elizabeth, and Falmouth

Regional Commercial Property



Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

7. Review in detail budget needs for all of our commissions and committees.

Commission budgets and estimated project expenses for FY 2013 have been incorporated into this budget.

Added this year:

Cemetery Data Base and online records:	\$4,200
Conservation Commission- Forest & Invasives Educ.	\$2,500
Shellfish Commission- Testing & Outreach	\$2,000

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

8. Enhance Recreation Department revenues while creating a minimum of 5% expense reduction or a Tax Rate neutral impact (Revenues = Expenses).

	FY 2011	FY 2012	FY 2013
RECREATION	\$ 478,584	\$ 461,776	\$ 571,001
Revenues	\$ 393,779	\$ 409,057	\$ 542,653
Revenues- Expenses	\$ (84,805)	\$ (52,719)	\$ (28,348)

All new programs break even or add revenues. Each year we close the gap on breaking even and I anticipate that perhaps this year or next year the goal will be achieved.

\$350,000 Home- Tax Impact \$ 8.43 Annually

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

9. Work to create a mutual budgeting process between M.S.A.D. 51 and Town operations budgets.

With two separate elected bodies, this is a difficult goal to measure. We have a solid working relationship with MSAD 51 and the Superintendent's Office and communicate on a regular basis. Lining up bonding schedules, projected future growth estimates and challenging upcoming issues on both sides could be discussed annually by the Finance Committees, or possibly developing a liaison group similar to the JSC.

I will follow-up with the Town Council Chairman to determine if this should be a topic for a future Council workshop to develop additional targeted strategies for sharing with the MSAD 51 Board on a regular basis.

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

10. Review any adjustments that will result in North Yarmouth/Cumberland annual agreement for Library and Recreation Services.

Goal met and will continue to be an annual goal. We had excellent Joint Standing Committee meetings this year and have set a great foundation for future meetings.

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

11. Ensure that sufficient/adequate funding of expenses is considered for General Assistance, due to economic conditions.

I believe we have met this goal. With additional heating funds of \$15,000 annually and between \$10,000 and \$20,000 of benevolent funds each year, we have managed to stay very close to the \$ 30,000 average demand over the past 3 years.



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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

12. Seek assistance from Friends of the Library or other community groups for fundraising of \$30,000 annually for the book collection.

We will begin to explore opportunities with library and North Yarmouth this coming year to help fund the Collection and look develop and sustain an annual gift-giving program. With the significant demands on the community today from multiple non- profits the competition for funding and the ability for the community to absorb additional charitable donation will be a challenge.

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Manager's Budget Overview 2013

Budget Goals for FY 2013 – January 9, 2012 Council Workshop

13. Explore the expansion of volunteers assisting in all area of Town government to help lower costs of services.

I will reach out to Department Heads and Town Staff to brainstorm ideas for this goal. While it seems daunting, I believe there may be areas that volunteerism could help in lowering costs.

14. A 3% Cost of living adjustment for all non-union employees- Unions already at 3% for FY 2013

This has been incorporated into the FY 2013 budget.

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Manager's Budget Overview 2013			
Community Impact:			
Increase Operations	\$	219,236	
Increase Revenues	\$	(72,333)	
	\$	146,903	
Increase Capital	\$	562,652	
Total Oper + Capital	\$	709,555	
Decrease In Overlay	\$	(160,000)	
To Tax Rate	\$	549,555	
Increase in Value	\$ 30,000,000	\$15.80	\$474,000

Manager's Budget Overview 2013			
Community Impact:			
Net to Tax Rate	\$	549,555	
	\$	(474,000)	
	\$	75,555	
	\$	0.07 or .5%	

Manager's Budget Overview 2013	
Community Impact:	
Projected Mil Rate Increase :	4.0% to 6.0%
All dependent upon School's Final Budget vote in June.	
Mil Rate will be set once the Town Council receives the Assessor's recommendation on August 13, 2012.	

Manager's Budget Overview 2013	
Council Budget Workshop	
Saturday March 17, 2012 8 AM until (1PM - 5PM)	
Public is always welcome to Attend & Participate	
All FY 2013 Budget will be posted to the Website on Wednesday, February 29, 2012	
www.cumberlandmaine.com	

Councilor Moriarty asked the Manager what the mil rate would be without taking the school into consideration.

Town Manager Shane said without the school, it would be less than half a percent or .07 cents. This is not a reality but that is where the Town side is right now.

Councilor Gruber said that being part of the Finance Committee has been a great experience for him. As the committee went through the budget, there was very little that could be reduced. He hopes that the citizens will look at the budget on the Town website and bring their ideas and input to the Council.

V. NEW BUSINESS

Councilor Turner – Congratulations to the Town Manager for being articulate with his budget presentation. That was a lot of good material for the Council and the public.

Councilor Copp – Congratulations to the Greely girl's and boy's swim teams for winning the State Championship.

Councilor Storey-King – Greely girl's hockey also won a State title. Thank you to the Fire Department for their three nights out welcoming these champions back into Town.

There will be a Twin Brook Committee meeting on Tuesday, March 13th.

There will be a Recreation/Adult Education Committee meeting on Thursday, March 8th.

Councilor Moriarty – The Planning Board is meeting tomorrow evening.

Chairman Perfetti – He was in line at the ski lift at Saddle Back Mountain and someone recognized his voice from watching these meetings. People do watch!

Councilor Stiles – To clear some confusion, when the Fire Department goes out to meet the Greely teams at the Town line, it is all volunteers and no cost to the Town. He feels that it is a nice gesture to show the kids the Town's appreciation for all their hard work.

Councilor Gruber – He is continuing to serve on the M.S.A.D. 51 Strategic Thinking Committee. They are finishing the strategic drivers and core values that the committee feels are important for input by the community.

As the Council Liaison to the Shellfish Commission, he reported that the Senior License fee will be discussed at the next meeting.

Town Manager Shane – None

VI. ADJOURNMENT

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

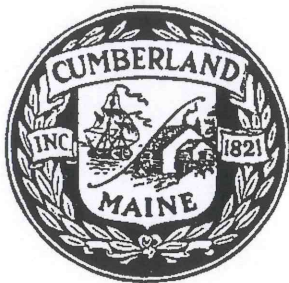
VOTE: 7-0 UNANIMOUS

TIME: 8:39 p.m.

Respectfully submitted by,

Brenda Moore
Council Secretary

MANAGER'S REPORT



TOWN OF CUMBERLAND

OFFICE OF
ECONOMIC DEVELOPMENT
& HUMAN RESOURCES

To: William Shane, Town Manager
From: Alyssa Tibbetts, Human Resources Director
Date: March 8, 2012
Re: Business Friendly Community Certification Program
CC: Town Council

On Tuesday, March 6th, the Governor announced the "Certified Business Friendly Community" program to be administered by DECD. As the summary sheet attached indicates, the program recognizes "communities that provide exceptional service and a streamlined regulatory process for business owners". Communities may submit applications to be certified on a quarterly basis. The first cycle of applications are due on April 6th.

Applications will be reviewed and scored based on a total point system of 100, divided among four areas: customer service; business and local involvement/ collaboration; public comments and letters of support; and licensing and permitting. Communities that receive the certification will be recognized on the DECD website, receive an "open for business" sign, and may be eligible to receive bonus points in CDBG programs. The certification will be valid for two years, upon the expiration of which the community may reapply.

The Town of Cumberland has made many strides over the past two years to streamline the local regulatory process, both in time and cost to business owners. We have updated several zoning provisions to more accurately reflect the goals related to commercial development within the Comprehensive Plan and to address existing barriers to development. We have utilized the incentives available within existing TIF Districts to provide infrastructure improvements and attract new businesses. We have also created a free business association with nearly 100 members to help current business owners take advantage of resources within the community.

This certification would be a great recognition for the efforts that the Council, Planning Board and town staff have made to thoughtfully develop our commercial tax base in designated areas within the community.

OPEN FOR BUSINESS

What is the Certified Business Friendly Community Program?

The Certified Business Friendly Community Program is an effort to encourage business development and growth in communities throughout Maine. An important part of showing that Maine is *Open for Business* is recognizing communities that provide exceptional service and streamlined regulatory processes for business owners. The Certified Business Friendly Community Program seeks to identify, recognize and promote communities that show a true commitment to business development.

What does it mean to be a Certified Business Friendly Community?

Certified Business Friendly Communities will receive:

- An award of certification presented by the Governor
- Recognition on the State of Maine DECD Website
- "Open for Business" sign
- Two-year certification; communities may reapply

Certified Business Friendly Communities will become a key part of Maine's Business Attraction strategy. Certified Business Friendly Communities can utilize the "Open for Business" logo on official community correspondence. Certified Business Friendly Communities may be eligible to receive bonus points in the State of Maine Community Development Block Grant (CDBG) programs (beginning in 2013).

How to apply:

Applications can be submitted at any time. Business Friendly Communities will be certified on a quarterly basis, beginning May 2012. For more information about this program and how you can become a Certified Business Friendly Community contact:

Department of Economic & Community Development

Attn: Andrea K. Smith

59 State House Station

Augusta, ME 04333-0059

Phone: (207) 624-9813

E-mail: Andrea.smith@maine.gov



Maine Government News

[Back to current news.](#)

Governor LePage Launches “Certified Business Friendly Community” Program

March 6, 2012

Governor's Office

Governor Paul LePage announced the administration's “Certified Business Friendly Community” program at the Blaine House today. The goal of the program is to encourage business development in communities throughout Maine. The program will be administered by the Department of Economic & Community Development with existing resources.

For Immediate Release: Tuesday, March 06, 2012

Contact: Adrienne Bennett (207) 287-2531

AUGUSTA – Governor Paul LePage announced the administration's “Certified Business Friendly Community” program at the Blaine House today. The goal of the program is to encourage business development in communities throughout Maine. The program will be administered by the Department of Economic & Community Development with existing resources.

“The number one focus of my administration is jobs,” said Governor LePage. Today's announcement is another step in the direction toward partnering with business, to ensure they have the tools they need to expand and create jobs in Maine.”

Communities are encouraged to apply for the program, and applications can be submitted at any time. Applications can be submitted by communities, chambers of commerce, regional development authorities, trade organizations, businesses or individuals, but require the approval of the community being considered. Business Friendly Communities will be certified on a quarterly basis, beginning May 2012.

“What a business looks for is stability, reliability and consistency. That's what we need to bring to the forefront,” added Governor LePage. “Businesses face many obstacles. They do not need — nor should they be focusing on — dealing with local, state and federal government.”

A review team will be looking at several items in order to determine if a community is “Business Friendly.” These items include looking at customer service, business involvement and collaboration, input from the public, and licensing and permitting. Each community will be evaluated on an individual basis.

“The Department of Economic & Community Development is excited to play a role in helping our local communities become more business friendly,” said George Gervais, Commissioner. “Our focus is trying to

challenge communities to reduce red tape and promote job creation, and we are looking to partner with them in their efforts to accomplish this."

If a community is deemed a "Certified Business Friendly Community" they will receive an award of certification presented by the Governor, recognition of the State of Maine DECD website, the community will become a key part of Maine's business attraction strategy, and an "Open for Business" sign to be displayed. In addition, Certified Business Friendly Communities will receive bonus points in future Community Development Block Grant applications (pending program approval). Certification is for two years, and communities are encouraged to reapply.

For more information about this program and how to become a Certified Business Friendly Community visit:
<http://www.maine.gov/decd/cbfc/>

Review Team Members: George Gervais, Commissioner DECD

John Butera, Senior Policy Advisor, Office of the Governor

Andrea Smith, Development Program Manager, Office of Community Development, DECD

Peter DelGreco, Maine & Company

Christopher Steele, CWS Consulting Group

Amy Downing, Maine State Chamber

Charles Graceffa, Pierce Atwood

Credits



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ITEM

12-027

To hold a Public Hearing to consider and act on a Class I Liquor License, Special Amusement Permit, and Auxiliary Mobile Golf Cart License for Rachel's on The Green at Val Halla, for the period of April 2012 – April 2013.

**Department of Public Safety
Division**



Liquor Licensing & Inspection

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

PRESENT LICENSE EXPIRES 03/29/12

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

☒ RESTAURANT (Class I,II,III,IV)

☒ HOTEL-OPTIONAL FOOD (Class I-A)

☒ CLASS A LOUNGE (Class X)

☒ CLUB (Class V)

☒ TAVERN (Class IV)

☒ RESTAURANT/LOUNGE (Class XI)

☒ HOTEL (Class I,II,III,IV)

☒ CLUB-ON PREMISE CATERING (Class I)

☒ GOLF CLUB (Class I,II,III,IV)

☒ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Lowell Smith</u> DOB: <u>4/12/55</u> <u>Lloyd Smith</u> DOB: <u>10/6/56</u> DOB: _____		2. Business Name (D/B/A) <u>Rachel's On The Green</u>	
Address <u>3 Brookview Lane</u>		Location (Street Address) <u>60 Val Halla Road</u>	
City/Town <u>North Yarmouth</u> State <u>Me</u> Zip Code <u>04097</u>		City/Town <u>Cumberland</u> State <u>Me.</u> Zip Code <u>04021</u>	
Telephone Number <u>207-838-8381</u> Fax Number <u>207-846-7704</u>		Mailing Address <u>Same As Above</u>	
Federal I.D. # <u>27-5380488</u>		City/Town <u>Same As Above</u> State <u>Same As Above</u> Zip Code _____	
Business Telephone Number <u>207-829-2225 X-4</u> Fax Number <u>207-846-7704</u>		Business Telephone Number <u>207-829-2225 X-4</u> Fax Number <u>207-846-7704</u>	
Seller Certificate # <u>1149663</u>		Seller Certificate # <u>1149663</u>	

3. If premises are a hotel, indicate number of rooms available for transient guests: N/A

4. State amount of gross income from period of last license: ROOMS \$ 0 FOOD \$ 56900 LIQUOR \$ 72000

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

complete Supplementary Questionnaire ,If YES

6. Do you permit dancing or entertainment on the licensed premises? YES ☒ NO ☐

7. If manager is to be employed, give name: Lloyd Smith

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

Requested inspection date: 03/2012 Business hours: 0600-2200

9. Business records are located at: 60 Val Halla Rd. Cumberland, Me. 04021

10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

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

Name in Full (Print Clearly)	DOB	Place of Birth
Lowell Smith	4-2-55	Winterhaven, Fla.
Lloyd Smith	10-6-56	Winterhaven, Fla.

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

North Yarmouth, MAINE
North Yarmouth, MAINE GRAY, ME.

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

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?
Yes ☐ No ☒ If Yes, give name: _____

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

16. Does/do applicant(s) own the premises? Yes ☐ No ☒ If No give name and address of owner: _____
Town of Cumberland Maine

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) Restaurant section
of the Val Halla Golf Complex

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?
YES ☒ NO ☐ Applied for: Renewal 2/8/12

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? Miles Which of the above is nearest? Greely High

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

If YES, give details: _____

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

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

Dated at: Cumberland, ME. on February 10, 20 12
Town/City, State Date

[Signature]
Signature of Applicant or Corporate Officer(s)
LOWELL SMITH

Please sign in blue ink

[Signature]
Signature of Applicant or Corporate Officer(s)
Lloyd M Smith

STATE OF MAINE

Dated at: _____, Maine _____ SS
City/Town (County)
On: _____
Date

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

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

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c.589, §1 (amd).]
 2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c.45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]
- [1993, c.730, §27 (amd).]
3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.
 - A. [1993, c.730, §27 (rp).]
 4. **No license to person who moved to obtain a license. (REPEALED)**
 5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.



STATE OF MAINE
Department of Public Safety
Liquor Licensing
164 State House Station
Augusta, Maine
04333



APPLICATION FOR AUXILIARY LICENSE - \$100.00
Check Payable: Treasurer State of Maine

The undersigned hereby applies for an auxiliary license and certifies that the applicant is the holder of a spirituous, vinous and malt restaurant, hotel license or club license located at a ski area / golf course.

1. Full Name of Applicant: SMITH LOWELL M
(PLEASE PRINT) Last First Middle Initial
Date of Birth: 4/2/55 Telephone #: 207-846-0103 FAX #: 207-846-7704
Address: 3 Brookview Lane No. Yarmouth, ME 04097
Mailing Address City/Town State Zip Code

2. Describe auxiliary premise and the location at the ski/golf area: Golf Course @
60 Val Halla Road CUMBERLAND, ME.

3. Do you have all necessary permits from the Department of Human Services for your auxiliary premise?
Yes ☒ No ☐

4. What is the distance from the premise to the nearest school, school dormitory, church, chapel or parish house, measured from the main entrance of the premise to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1.5 miles

Which of the above is nearest? School

NOTE: The above application must be signed by the individual(s) or a duly authorized officer of the corporation executing the application and approved by the **Municipal Officers/County Commissioner** and filed with the Liquor Licensing & Inspection Division.

Dated at: Cumberland on FEB. 12, 20 12
City/Town Date

[Signature]

Signature of Individual(s) or Duly Authorized Officer(s) of Corporation or if Partnership by Members of Partnership

Lloyd M Smith
Lowell Smith

Print Name

AuxLicApp/2008

Office Located at CENTRAL MAINE COMMERCE CENTER 45 Commerce Drive Suite 1, AUGUSTA, ME 04330

(207) 624-7223 and 624-7224 Licensing and Inspections
(207) 624-7230 Referrals and Training

(207) 287-3424 FAX

STATE OF MAINE

Dated at: _____, Maine _____ ss
City/Town

On: _____
Date

The undersigned being: ☒ Municipal Offices ☐ County Commissioners of the

☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____
Maine

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

Signature	Print Name
_____	_____
_____	_____
_____	_____
_____	_____

MAINE DEPT OF PUBLIC SAFETY

STATE OF MAINE
Liquor Licensing & Inspection Division

164 State House Station

Augusta ME 04330-0164

Tel: (207) 624-7220 Fax: (207) 287-3424



SUPPLEMENTARY QUESTIONNAIRE FOR Auxiliary Mobile Golf Cart License

1. Exact Name Of Golf Course: VAL HALLA
2. Name, birth date and telephone number of each person authorized to operate and sell from mobile golf cart.
(All operators of the mobile service bar must be 21 years of age and have successfully completed alcohol server education)

NAME	DATE OF BIRTH	TELEPHONE	T.I.P.S. I.D. number
Lloyd Smith	10-6-56	749-0350	00332851
Lowell Smith	4-2-55	858-8381	8218069
Michelle Smith	6-17-69	831-0059	7633171

3. Are all operators of the mobile service bar employees of the golf course? YES

4. DOES THE OPERATOR OF THE MOBILE SERVICE BAR HAVE MEANS TO MAKE IMMEDIATE CONTACT WITH AN EMPLOYEE AT THE LICENSED ON-PREMISE LOCATION AT THE COURSE? YES X NO

Describe. Operator will have cell phone access to restaurant/bar

5. How many additional security employees will be on the course to ensure adherence to the laws and rules applying to the selling, serving and consumption of alcohol? 1 - RANGER

6. Do you have signs on cart stating legal age for service and consumption? YES

7. Are signs posted stating that patrons may not bring alcoholic beverages on to the golf course or licensed premise? YES How Many? 3

Location. Pro Shop, 1st Tee + 10th Tee

STATE OF MAINE
Liquor Licensing & Inspection Unit
164 State House Station
Augusta, Maine 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424

**SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES AND
LIMITED PARTNERSHIPS**

1. Exact Corporate Name: Rachel's On The Green
Business D/B/A Name: _____
2. Date of Incorporation: 3/7/11
3. State in which you are incorporated: Maine
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list percent of stock owned:

Name	Address Previous 5 Years	Birth Date	% of Stock	Title
Lowell Smith	North Yarmouth, Me.	4-2-55	50	President
Lloyd Smith	North Yarmouth, Me.	10-6-56	50	Manager/VP

6. What is the amount of authorized stock? \$1,000.00 Outstanding Stock? \$1,000.00
7. Is any principal officer of the corporation a law enforcement official? () YES (X) NO
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than a minor traffic violation(s), of the United States? () YES (X) NO.
9. If yes, please complete the following: Name: _____

Date of
Conviction: _____ Offense: _____

Location: _____ Disposition: _____

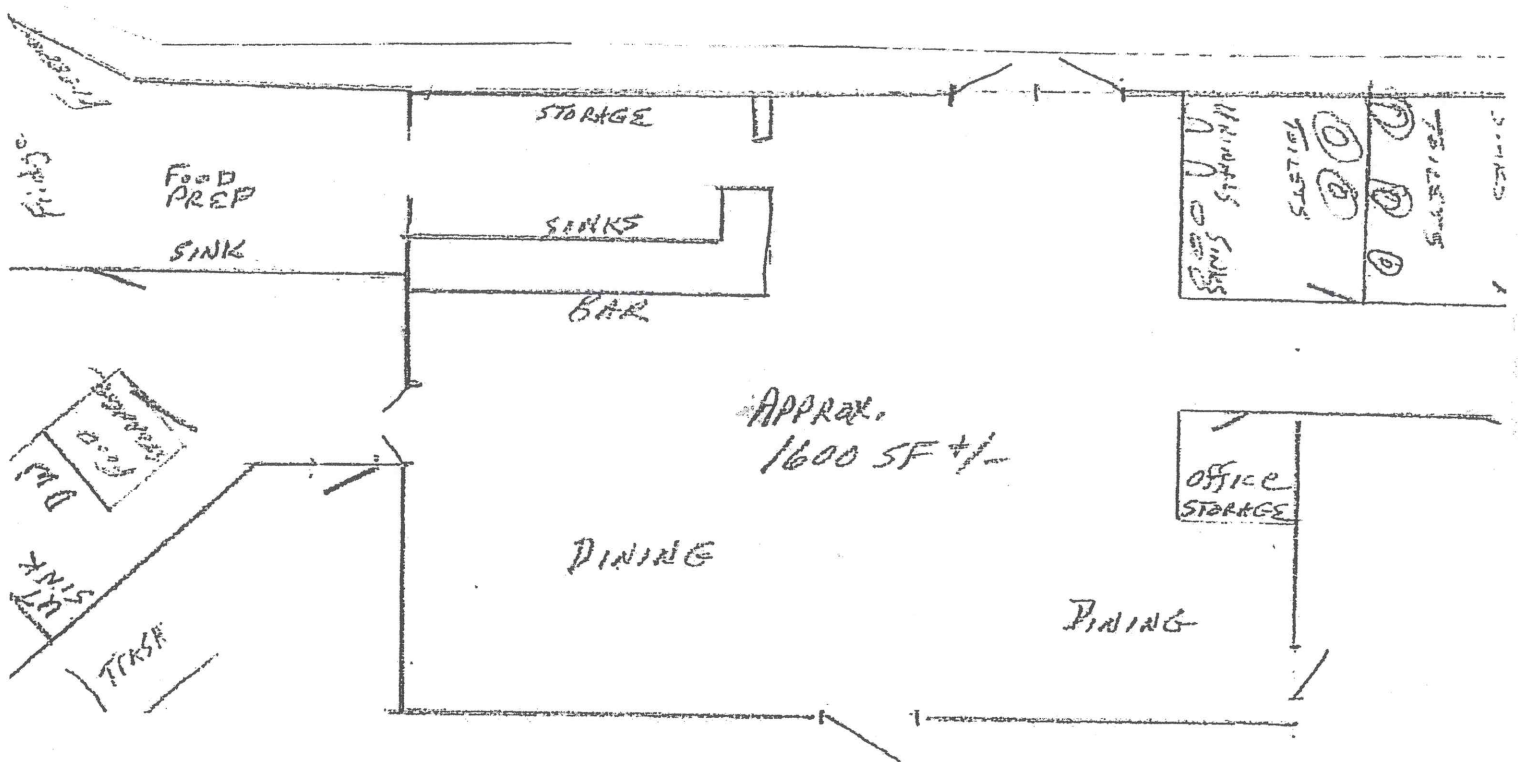
Dated at: Cumberland On: 2/10/12
City/Town Date

Signature of Duly Authorized Officer

Date: 2/10/12

LOWELL SMITH
Print Name of Duly Authorized Officer

PREMISE DIAGRAM



NOTICE

To avoid any delay in the processing of your application and issuance of your liquor license, please make sure that:

1. You have completed the application in full.
2. Application is signed by the owner (s), Corporate Officer or Club Officer.
3. The municipal officers have signed the application.
4. The license fee is correct and you have included the \$10.00 filing fee.
5. A diagram of the premises to be licensed accompanies the application.
6. If business is located in an unorganized township. The application must be approved by the County Commissioners and the \$10.00 filing fee paid to them.

SPECIAL NOTE

Limited Liability Companies, Limited Partnerships and Corporations must complete and submit the Supplementary Corporate Questionnaire.

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

Private Clubs and Fraternal Organizations must complete and submit the Supplementary Questionnaire for club applicants.

Print Name

Print Name

NOTICE – SPECIAL ATTENTION

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

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only	\$ 220.00
	CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
	CLASS XI: Restaurant/Lounge; and OTB.	
FILING FEE	\$ 10.00

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

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

TOWN OF CUMBERLAND, MAINE
APPLICATION FOR VICTUALER'S (Food Service Establishment) LICENSE

Business or Trade Name: Rachel's on the Green

Business Address: 100 Val Halla Rd, Cumberland, Me 04021

Name of Manager: Lowell Smith Bus. Phone: 838-8381

Date of Event or New License: 4-1-12

Signature of Authorized Person: [Signature] Date: 4/24/12

+++++

CHECK THE PROPERTY CATEGORY OF REQUESTED LICENSE:

- (a) Restaurant or Victualer not serving malt beverages on the premises \$50.00 _____
- (b) Restaurant or Victualer serving malt beverages on the premises \$50.00 _____
- (c) Class A Restaurant, as defined by the Revised Statutes of Maine, serving both malt liquor and spirituous and vinous liquor \$50.00 X
- (d) A business establishment such as, but not limited to, retail grocery stores, food storage warehouses, bakeries, delicatessen stores, and dairy product stores, where food is stored or is kept for sale and where the total area of the establishment is less than 10,000 square feet \$25.00 _____
- (e) Same as (d) but total area of the establishment is more than 10,000 square feet \$25.00 _____
- (f) Eating and Lodging places. Any place where eating and sleeping accommodations are furnished to the public such as hotels, motels and bed and breakfasts \$100.00 _____
- (g) Establishment operated by Non-Profit organization NO FEE _____
- (h) Vending Machine \$10.00 _____
- (i) Temporary Vending Unit operating at a fair. Per Unit: \$10.00 _____
Name & type of vending unit(s): _____
- (j) Mobile Vending Unit \$10.00 X

Enclose CHECK payable to: Town of Cumberland
SEND TO: TOWN CLERK, 290 Tuttle Road, Cumberland ME 04021

Application Rec'd: _____ Date of Issuance _____ Cert No. _____

TOWN OF CUMBERLAND
APPLICATION FOR A SPECIAL AMUSEMENT PERMIT
FOR MUSIC, DANCING AND/OR ENTERTAINMENT

Name of Applicant: Lowell Smith, Lloyd Smith
Rachel's on The Green **Phone:** 838-8381

Residence Applicant: 3 Brookview Lane, North Yarmouth, Me, 04097

Business Name: Rachel's on The Green **Bus. Phone:** 829-2225 x4

Business Address: 60 Val Halla Rd. Cumberland, Me 04021

Name of Manager: Mike Smith **Phone:** 829-2225 x4

Residence of Manager: Mike Smith


Type of Entertainment Applied for: _____

Has applicant ever had a license to conduct the business therein described either denied or revoked? NO **If so, the applicant shall describe specifically those circumstances?**
N/A

Has applicant, Partners, Associates or Corporate Officers ever been convicted of a felony? NO **If so, the applicant shall describe specifically those circumstances.** N/A

Additional information may be required by the Town Council prior to the issuance of said permit, including but not limited to a copy of the applicant's current liquor license.

The fee for a Special Amusement Permit shall be \$10.00, non-refundable and payable when application is made for said permit.

 **Applicant's Signature** 3-8-12 **Date**

Municipal Officers:
Approved: _____
Disapproved: _____
Comment: _____

Application Received: _____
Public Notice Posted: _____
Date Issued: _____
Date of Expiration: _____



CERTIFICATE OF LIABILITY INSURANCE

RACHONT-01 MARSENAULT

DATE (MM/DD/YYYY)

2/23/2012

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 Norton Insurance Agency 275 US Route 1 Cumberland Foreside, ME 04110		CONTACT NAME: PHONE (A/C, No, Ext): (207) 829-3450 FAX (A/C, No): (207) 829-6350 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Travelers Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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	X	X	6807063X044	3/18/2011	3/18/2012	EACH OCCURRENCE \$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 350,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person) \$ 5,000
	X General Liability						PERSONAL & ADV INJURY \$ 1,000,000
	X Liquor Liability						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	X POLICY PRO-JECT LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	SCHEDULED AUTOS						\$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		UB7065X37511	3/18/2011	3/18/2012	X WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

Town of Cumberland 290 Tuttle Rd. Cumberland Center, ME 04021	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ITEM

12-028

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

To: William Shane, Town Manager

From: Tammy O'Donnell, Town Clerk

Re: Cumberland Boys Youth Lacrosse Jamboree Mass Gathering Permit for
Twin Brook Facility, May 5, 2012

Date: March 6, 2012

I held a meeting at 3:00 p.m., Tuesday, February 7, 2012, with Ms. Karen Kurland, Representative for Youth Lacrosse, Peter Bingham, Recreation Program Director, Police Chief Charron, Fire Chief Small, and Deputy Fire Chief Schools.

I have reviewed in detail the requirements of the Mass Gathering Ordinance. There will be a \$75.00 field set up fee for each field used, inclusive of paint fees. I will break down each of the additional requirements individually.

- The contact person for this event is Mr. Mike Mullin. He can be reached at 239-7077.
- This event is sponsored by Cumberland Youth Lacrosse.
- The event will run from 8 a.m. to 6 p.m.
- A Certificate of Liability Insurance Form from Markel Insurance Company is attached.
- There will be approximately 30 teams, with an estimated 600 players and possibly 1000 spectators throughout the day.
- The concession stand will be open and run by the Lacrosse Boosters Club.
- Refuse containers will be available at the site. There are a sufficient number at the site now to handle this event. Event staff will monitor trash and empty as needed and at the close of the event.

- All transportation to the event will be via personal vehicles; no buses will transport participants. A Parking plan is attached and has been approved by the Chief of Police. Eight volunteers will be assigned.

- There will be one police officer on duty from 7:30 a.m. – 1:00 p.m.
This coverage will be reviewed on a yearly basis. There will be 3 recreation staff employees on duty as well.

- There will be a dedicated EMT and paramedic on site with an ambulance.

- The organizers will provide two ways radios and cell phones for communication between parking attendants and personnel.

I believe that we have covered the requirements for the Mass Gathering Permit and I am confident that the Cumberland/ North Yarmouth Youth Lacrosse group will have another successful Jamboree.

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: Mike Mullin (Cumberland Youth Lacrosse)

Address of Applicant: Farwell Dr. Cumberland

Name of Event: Boys Youth Lacrosse Jamboree

Facility where the event will be held: Twin Brooks

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: 239-7077

Date of Event: May 5th 2012 Time (start and finish times): 8am-6pm

Number of tickets available: 1

Expected attendance: estimated 30 teams (600 players, 60 coaches,
up to 1000 spectators over
course of day)

Description of event: Youth Lacrosse Teams from
the greater Portland area will play 3-4 games over the course
of several hours.

Will any food vendors be serving at the event: ☒ yes, _____ no, (if yes, how many, and
what types) Boys Lacrosse Boosters would like to sell

a variety of snacks, drinks, bagels, pizza, hot dogs *We already
have permit

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. 2011 Jamboree in May - Youth Lacrosse
2. 2010 ↓
3. 2009 ↓

Description of facility:

- A. Seating capacity: _____ permanent; _____ temporary
- B. Other seating capacity: _____ festival; _____ standing room only (sq. ft.)
- C. Number of toilets available: 6 permanent; _____ portable
- D. Number of parking spaces available: _____ on-site; _____ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours: NA yes; _____ no, if no, which lots are not lighted _____)
- F. Source of potable water: water fountains, water bottles
- G. Refuse containers available, number and size: using on site containers per ordinance
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse)
league will dispose of trash in dumpsters on site.
- I. When will refuse be picked up? _____

Public Safety:

- J. Describe first aid facilities: } Will have EMT coverage on site
- K. Describe emergency facilities: }
- L. Describe communication facilities: cell phones, 2-way radios
- M. Number of certified police officers: as needed for parking coverage
- N. Other security personnel (include company name and qualification): _____
- O. Describe fire personnel: } EMT coverage on site
- *one officer one from one hour before event begin*

Recreation Dept - will provide 3-staff to support Boys Lax Boosters to man parking.

Other:

P. Name of liability insurance see attached
Amount of coverage _____; amount of property insurance _____

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

Authorized Signature

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

Authorized Signature

PARKING PLAN FOR GIRLS LACROSSE ROUND ROBIN AND BOYS LACROSSE JAMBOREE

DATES:

Boys event May 7th 2012

Girls event June 2nd 2012

The Cumberland North Yarmouth Youth Lacrosse Board will ensure adequate parking coverage. We plan to have Peter Bingham and two other people from the recreation department, one police officer and 8 parking volunteers on hand. At least one volunteer will be at each of the following locations:

- intersection by the first field
- intersection at the end of first field parking lot
- intersection at the hill top parking field
- roadway between first and second parking lots

Other parking attendants will be helping to direct cars into spots and assisting people who need to access handicapped parking or who need assistance using the golf cart to get out to the back fields.

All parking attendants will wear orange vests.

No parking signs will be put up along the roadway leading up to the first parking lot.

Each attendant will have a map of parking areas and fields.

Each attendant will have a cell phone or 2-way radio

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PRODUCER BOLLINGER, Inc. 101 JFK PARKWAY SHORT HILLS, NJ 07078 PHONE: 1-800-526-1379 FAX: 973-921-2876	CONTACT NAME:	
	PHONE	FAX
	(A/C, No. Ext): 800-526-1379	(A/C, No.): 973-921-2876
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Market Insurance Company	
	INSURER B:	
INSURED US Lacrosse, Inc. 113 West University Parkway Baltimore MD 21210 Re: Cumberland Lacrosse	NAIC #	
	35970	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			8502AH221389	01/01/2012	01/01/2013	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
	<input checked="" type="checkbox"/> Participants Liab						PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$5,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP OR AGG \$2,000,000
							\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			4602AH221370	01/01/2012	01/01/2013	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A				WC STATUTORY LIMITS OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>					EL EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						EL DISEASE - EA EMPLOYEE \$
							EL DISEASE - POLICY LIMIT \$
A	Accident Medical			4102AH025220	01/01/2012	01/01/2013	Accident Limit: \$100,000
	Catastrophic Acc			4102AH305882	01/01/2012	01/01/2013	Catastrophic Limit: \$1,000,000

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

Coverage applies to teams/leagues comprised of 100% US Lacrosse members participants during scheduled and supervised Lacrosse activities.

CERTIFICATE HOLDER

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.

Karyn Kurland
66 Serenity Way
Cumberland, ME 04021

AUTHORIZED REPRESENTATIVE



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PRODUCER BOLLINGER, Inc. 101 JFK PARKWAY SHORT HILLS, NJ 07078 PHONE: 1-800-526-1379 FAX: 973-921-2876	CONTACT NAME: PHONE (A/C, No. Ext): 800-526-1379 FAX (A/C, No.): 973-921-2876 E-MAIL ADDRESS:																					
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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
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							\$
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	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
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E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			4602AH221370	01/01/2012	01/01/2013	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$1,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N/A <input type="checkbox"/>						NO STATUTORY LIMITS OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)						EL EACH ACCIDENT \$
	Yes describe under DESCRIPTION OF OPERATIONS below						EL DISEASE - EA EMPLOYEE \$
							EL DISEASE - POLICY LIMIT \$
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Coverage applies to teams/leagues comprised of 100% US Lacrosse members participants during scheduled and supervised Lacrosse activities.

CERTIFICATE HOLDER

CANCELLATION

Cumberland Lacrosse
 66 Serenity Way
 Cumberland, ME 04021

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

AUTHORIZED REPRESENTATIVE

Lowie Crisp

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ITEM

12-029

To hold a Public Hearing to consider and act on a Mass Gathering Permit for a Girls Lacrosse Round Robin to be held at Twin Brook Recreation Facility June 2nd from 8:00 a.m. – 5:00 p.m.

To: William Shane, Town Manager

From: Tammy O'Donnell, Town Clerk

Re: Cumberland Girls Youth Lacrosse Jamboree Mass Gathering Permit for Twin Brook Facility, June 2, 2012

Date: March 7, 2012

I held a meeting at 10:00 a.m., Tuesday, February 7, 2012, with Ms. Karen Kurland, Representative for Youth Lacrosse, Peter Bingham, Recreation Program Director, Police Chief Charron, Fire Chief Small, and Deputy Fire Chief Schools.

I have reviewed in detail the requirements of the Mass Gathering Ordinance. There will be a \$75.00 field set up fee for each field used, inclusive of paint fees. I will break down each of the additional requirements individually.

- The contact person for this event is Ms. Karyn Kurlad. She can be reached at 653-5837.
- This event is sponsored by Cumberland Youth Lacrosse.
- The event will run from 8 a.m. to 5 p.m.
- A Certificate of Liability Insurance Form from Markel Insurance Company is attached.
- There will be approximately 20 teams, with an estimated 360 players and possibly 700 spectators throughout the day.
- The concession stand will be open and run by the Lacrosse Boosters Club.
- Refuse containers will be available at the site. There are a sufficient number at the site now to handle this event. Event staff will monitor trash and empty as needed and at the close of the event.

- All transportation to the event will be via personal vehicles; no buses will transport participants. A Parking plan is attached and has been approved by the Chief of Police. Eight volunteers will be assigned.

- Based on observations and the level of organization of last years event, it is the Police Chief's feeling that it is not necessary to have a Police Officer on Duty at this event as long as there is adequate parking staff. The Police Chief will review this on a yearly basis.

- There will be a dedicated EMT and paramedic on site with an ambulance.

- The organizers will provide two ways radios and cell phones for communication between parking attendants and personnel.

I believe that we have covered the requirements for the Mass Gathering Permit and I am confident that the Cumberland/ North Yarmouth Youth Lacrosse group will have another successful Jamboree.

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: Karyn Kurland (Cumberland Youth Lacrosse)

Address of Applicant: 66 Serenity Way Cumberland

Name of Event: Girls Youth Lacrosse Round Robin

Facility where the event will be held: Twinn Brooks

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: 653-5837

Date of Event: June 2nd 2012 Time (start and finish times): 8am - 5pm

Number of tickets available: _____

Expected attendance: approx. 20 teams (375 players, 40 coaches,
700 spectators over the

Description of event: Girls Youth Lacrosse course of the day)

Teams from the greater Portland area will each play 4 games over the
course of a few hours.

Will any food vendors be serving at the event: ☒ yes, _____ no, (if yes, how many, and
what types) Girls Lacrosse Boosters would like to sell

a variety of snacks, drinks, bagels, pizza, hot dogs * We already have permit

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) _____

1. 2011	Round Robin in June, Sponsored by Cumberland Youth Lacrosse
2. 2010	" "
3. 2009	" "

A. Seating capacity: _____ permanent; _____ temporary

B. Other seating capacity: _____ festival; _____ standing room only (sq. ft.)

C. Number of toilets available: 6 permanent; _____ portable

D. Number of parking spaces available: _____ on-site; _____ off-site

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

F. Source of potable water: water fountains, bottled water

G. Refuse containers available, number and size: using on site containers, per ordinance

H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse)
league will dispose of trash in dumpsters on

I. When will refuse be picked up?

J. Describe first aid facilities: _____ } will have EMT coverage on
_____ site.

K. Describe emergency facilities: _____

L. Describe communication facilities: _____ cell phones, 2-way radios

M. Number of certified police officers: _____ parking covered by Cumberland
Lacrosse & Greely Girls Lacrosse Boosters

N. Other security personnel (include company name and qualification): _____

O. Describe fire personnel: _____ } EMT coverage on site

request - one hour before
event begins. ~~through~~
* one officer.

Other:

P. Name of liability insurance see attached
Amount of coverage _____; amount of property insurance _____

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

Authorized Signature

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

Authorized Signature

PARKING PLAN FOR GIRLS LACROSSE ROUND ROBIN AND BOYS LACROSSE JAMBOREE

DATES:

Boys event May 7th 2012

Girls event June 2nd 2012

The Cumberland North Yarmouth Youth Lacrosse Board will ensure adequate parking coverage. We plan to have Peter Bingham and two other people from the recreation department, one police officer and 8 parking volunteers on hand. At least one volunteer will be at each of the following locations:

- intersection by the first field
- intersection at the end of first field parking lot
- intersection at the hill top parking field
- roadway between first and second parking lots

Other parking attendants will be helping to direct cars into spots and assisting people who need to access handicapped parking or who need assistance using the golf cart to get out to the back fields.

All parking attendants will wear orange vests.

No parking signs will be put up along the roadway leading up to the first parking lot.

Each attendant will have a map of parking areas and fields.

Each attendant will have a cell phone or 2-way radio

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	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	\$
	ANY PROPRIETOR PARTNER EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
	IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS BELOW						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
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	AUTHORIZED REPRESENTATIVE 

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BOLLINGER, Inc.
101 JFK PARKWAY
SHORT HILLS, NJ 07078
PHONE 1-800-526-1379 FAX: 973-921-2876

CONTACT
NAME:
PHONE
[A/C. No. Ext]: 800-526-1379 FAX
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E-MAIL
ADDRESS:

INSURED
US Lacrosse, Inc.
113 West University Parkway
Baltimore MD 21210
Re: Cumberland Youth Lacrosse

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	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)						E/L EACH ACCIDENT	\$
	1.25 Describe Under Description of Operations below						E/L DISEASE - EA EMPLOYEE	\$
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AUTHORIZED REPRESENTATIVE

John Cringo

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ITEM 12-030

To send to the Planning Board for a Public Hearing and recommendation, amendments to the Contract Zone Agreement for Small Brook Crossing.

TABLED FROM 2-27-12

DRAFT

CZA language relating to early payments:

Proposed Additional Amendment to Second Amended Contract Zoning Agreement by and between the TOWN OF CUMBERLAND and GEORGE R. RICKLEY, relating to the Small's Brook Crossing Subdivision:

In order to clarify that when a homeowner voluntarily pays-off the underlying silent second mortgage with accrued interest, the affordability covenant of the Contract Zoning Agreement will no longer apply to the particular homeowner's parcel, an additional amendment to the Contract Zoning Agreement is required. Article III of the Contract Zoning Agreement specifies that the parties have agreed to reserve the affordable status of the lots and sets forth a definition of affordability. That Article does not deal with the silent second note and mortgage, which are included in Article IV. Therefore, even if the silent second note and mortgage in Article IV is paid off, the affordability covenant in Article III of the Contract Zoning Agreement continues to apply, with the narrow exception that in the event an owner resold their property to a non-affordable buyer after complying with all the requirements of the Contract Zoning Agreement in terms of attempting to continue affordability, in that event and in that event only, the Contract Zoning Agreement provides that "in the event of the payment and discharge of the Town's second mortgage, the property would no longer be considered eligible for purchase as "affordable housing" under the then existing guidelines."

The above quoted language releases lots sold to non-affordable buyers and those lots only from the affordability covenant and as noted, only is applicable following compliance with the requirements to attempt to sell to an affordable purchaser. In order to delete that requirement altogether, in the event a current owner wishes to pay-off the silent second mortgage and note with accrued interest without actually selling to a non-affordable purchaser, it is necessary to provide at the very end of Article IV, a new paragraph as follows:

"As to lots subject to the second mortgage and note running to the Town specified herein, either the initial owner or any subsequent owner, who has assumed said note and mortgage, may pay-off that note in full with accrued interest at anytime, in which event, the Town will discharge its second mortgage and the property so encumbered will be released from the lien of the mortgage and from the affordability covenant of this Contract Zoning Agreement."

DRAFT

PROPOSED COUNCIL ORDER RE: POSSIBLE AMENDMENTS TO SECOND AMENDED CONTRACT ZONING AGREEMENT by and between the Town of Cumberland George R. Rickley relating to the Small's Brook Crossing Subdivision:

ORDERED, that the attached proposed Amendments to the Second Amended Contract Zoning Agreement by and between the Town of Cumberland and George R. Rickley relating to the Small's Brook Crossing Subdivision (a) capping the interest on the Town's silent second note and mortgage; (b) clarifying that owners may pay off that mortgage voluntarily and be relieved from the affordability covenants; and (c) allowing a short-term rental be forwarded to the Planning Board for its consideration and advice.

SECOND AMENDED CONTRACT ZONING AGREEMENT

BY AND BETWEEN THE TOWN OF CUMBERLAND
AND

GEORGE R. RICKLEY

RELATING TO THE SMALL'S BROOK CROSSING SUBDIVISION
TUTTLE ROAD, CUMBERLAND, MAINE

53327
This Second Amended Contract Zoning Agreement is entered into this 21st day of October, 1991 by and between the Town of Cumberland, a municipal corporation, and George R. Rickley of Cumberland, Maine pursuant to the Conditional and Contract Rezoning Provisions set forth in 30-A M.R.S.A. § 4352 and Section 606 of the Cumberland Zoning Ordinance (as amended through 1990).

WHEREAS, the Town of Cumberland (the "Town") and George R. Rickley ("Rickley"), both desire to develop a single family residential "affordable housing" project; and

WHEREAS, Rickley has presented to the Town a proposal for the development and construction of a residential subdivision consisting of 49 individual single family residential houses located off the Tuttle Road, on approximately 51.47 acres, of which approximately 33 acres shall be deeded to the Town as open spaces, or limited by a Conservation Easement in favor of the Town; and

WHEREAS, Rickley proposes that each house so constructed and sold in the said subdivision shall have a cash purchase price that qualifies such house and lot as "affordable housing" within the guidelines established by the U.S. Department of Housing and Urban Development, in that the persons eligible to purchase such housing will be those whose annual income(s) falls within the parameters of any applicable guidelines for "affordability", and, in any event, does not exceed 140% of the median family income for the Portland metropolitan statistical area; and

WHEREAS, in order for the development to be financially feasible for the construction and sale of single family homes meeting all applicable codes within the price range and guidelines for "affordability" as set forth above, certain amendments with respect to density, setbacks, road lengths and certain other performance standards of the Cumberland Zoning Ordinance will be required; and

WHEREAS, the Cumberland Town Council has, prior hereto, allocated a sufficient number of sewer permits to Rickley's project on the condition that such sewer permits be utilized for the construction of "affordable housing"; and

WHEREAS, on December 18, 1989 the Cumberland Town Council voted to request the Cumberland Planning Board to review

Rickley's subdivision proposal with a view to satisfactory compliance with the Subdivision Standards as set forth in the Cumberland Subdivision Ordinance for Major Subdivisions; and

WHEREAS, on February 20, 1990 the Cumberland Planning Board voted to grant preliminary approval of the proposed subdivision subject to certain conditions and further subject to the agreement with the Cumberland Town Council permitting certain zoning provisions necessary to accommodate the development on the Rickley site;

WHEREAS, the Town and Rickley entered into an Amended Contract Zoning Agreement dated September 12, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9372, page 144;

WHEREAS, the Town and Rickley wish to amend certain terms and provisions of the Amended Contract Zoning Agreement and restate such Agreement in its entirety; and

WHEREAS, the Cumberland Town Council is willing to enter into this Second Amended Contract Zoning Agreement with Rickley subject to the terms and conditions set forth herein;

NOW THEREFORE, pursuant to the provisions of 30-A M.R.S.A. § 4352(8) and Section 606 of the Cumberland Zoning Ordinance (as amended), the Cumberland Town Council hereby finds that the following Agreement:

A) is consistent with the Comprehensive Plan for local growth management duly adopted by the Town of Cumberland on May 15, 1989; and

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

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

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

The parties agree as follows:

I. Establishment of the Contract Zone:

The Town hereby agrees that that certain area of approximately 51.47 acres shown on a plan of land entitled "Small's Brook Crossing" prepared by Land Use Consultants, Inc., for Casco Partners, Inc., dated October 14, 1991, and recorded in the Cumberland County Registry of Deeds in Plan Book 191, Page 150 (the "Plan"), shall be a Contract Zone pursuant to the provisions of 30-A § M.R.S.A. 4352(8) and Section 606 of the Cumberland Zoning Ordinance.

II. Permitted Use Within The Contract Zone:

The development permitted within the Contract Zone established in paragraph I above shall be as follows:

- A) The construction of not more than 49 single family residential houses on individual house lots, each of which lots must contain not less than 10,000 square feet.
- B) That approximately 33 acres of the total site will be deeded to the Town as open space (or that a Conservation Easement on such area will be granted to the Town in accordance with the provisions of 38 M.R.S.A. § 476, at the Town's election); that the Town have the option to grant an easement, in form and content satisfactory to the Town, to the Cumberland Mainland and Island Land Trust (the "Land Trust") to encumber all or a portion of the open space; and that Rickley or his assignee grant to the Town an easement to encumber a portion of Lots 1-11 and designated as the "Town Easement" on the Plan.
- C) That the layout and overall plan of the development will be substantially as that shown on the Plan.
- D) That the setback provisions relating to each single family residential lot shall be as follows:
 - Front yard setback not less than 25 feet.
 - Side yard setback not less than 10 feet.
 - Rear yard setback not less than 50 feet.
- E) That the minimum frontage on the street providing access to said lot shall be 75 feet.
- F) That the length of the cul-de-sac road serving the subdivision be not more than 2,500 feet, and that the road right-of-way be established at 50 feet in width, with a paved width of 20 feet with attached four foot paved shoulder.

on an adjoining tract or parcel, shall be no less than 20 feet irrespective of the height of either of the buildings.

H) That there shall be no variances from the Cumberland zoning ordinance granted to any lot owner beyond those expressly set forth herein.

Subject to the foregoing, the Cumberland Planning Board shall have review authority under the applicable provisions of the Cumberland Subdivision Zoning and Ordinances to impose reasonable conditions of approval relating to the development and construction of the project.

III. Definition of "Affordability"

The parties agree that, in order to preserve the status of the houses sold in the development as "affordable" as that term may be defined from time to time, the following shall apply:

1. The Town hereby determines that the standard for "affordability" shall be set as up to 140% of the median family income (as may be determined by the U.S. Department of Housing and Urban Development or its designees from time to time), in and for the Portland metropolitan statistical area (the "Portland MSA"), provided, however, that for purposes of participation in any "affordable housing" programs that may be available through conventional lending programs such as "Fannie Mae" and "Freddie Mac", the standard for "affordability" shall be set as 120% of the median family income for a family of four in the Town of Cumberland, Maine. Further, Rickley agrees that one-quarter (1/4) of the homes sold initially shall be available to persons at or below 125% of the median family income in and for the Portland MSA.

2. Affordability shall also be measured by family assets, defined as a combination of cash, checking and savings account balances, certificates of deposit, vested retirement accounts, stocks, bonds and any other asset capable of liquidation including real estate, less any liabilities. Up to \$100,000 of assets shall be permitted for families earning up to 75% of median family income in the Portland MSA; up to \$85,000 of assets shall be permitted for families earning up to 100% of median family income in the Portland MSA; up to \$55,000 of assets shall be permitted for families earning up to 125% of median family income in the Portland MSA; and up to \$30,000 of assets shall be permitted for families earning up to 140% of median family income in the Portland MSA.

3. The Town of Cumberland shall, either through its own municipal officers or through an agency authorized and empowered by the Town to act in behalf of the Town, establish, monitor, and act as the approving entity in the selection of eligible and qualified purchasers who are qualified to purchase the homes in the subdivision which are subject to the "affordability" guidelines. For those who comply with the "affordability" guidelines in subsection 1 and 2 above, additional preference will be given in the following order:

- (a) Residents of the Town of Cumberland for at least the preceding year.
- (b) Applicants with the least median family income for the Portland MSA who are otherwise eligible.
- (c) Applicants who were residents of the Town of Cumberland within the past 15 years.
- (d) Current Municipal or S.A.D. 51 employees.
- (e) Elderly or senior citizens as defined by Maine State Housing Authority regulations.
- (f) Immediate family (defined as children, parents or siblings) of residents of the Town of Cumberland for at least the preceding year.

IV. Preservation of "Affordability" - Granting Of A Second Mortgage In Favor Of The Town:

1. The initial sale of each home in the development shall be to a "qualified purchaser", as selected as set forth above by the Town of Cumberland or its agent.

2. At the time of the initial sale of each home in the development, the fair-market value of such home shall be determined by an independent appraiser satisfactory to the parties, said appraisal to be paid for by Rickley. The Town of Cumberland will be granted a second mortgage by the purchaser of the home in an amount equal to the difference between the cash selling price of the home and the fair-market value established by such appraisal. The purchaser shall grant a second mortgage and note to the Town for such amount. The parties agree that the minimum amount of any such second mortgage shall be \$20,000. Such note and mortgage shall be non-assignable by the Town.

3. The second mortgage and note shall contain the following essential terms:

Registry of Deeds. It is specifically contemplated that Rickley shall assign his rights and obligations hereunder to a development corporation primarily owned and controlled by him. However, Rickley shall not assign his rights and obligations hereunder without the prior written consent of the Town, which consent shall not be unreasonably withheld or delayed.

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

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

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

5. Bankruptcy: Except as set forth below, if Rickley or a development corporation primarily owned and controlled by him to which he has assigned his rights and obligations hereunder should be adjudged a bankrupt, or should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of his or its insolvency, then this Agreement shall be null and void and neither Rickley nor his assignees shall be entitled to any sewer use permits for the Contract Zone property or the benefits of this Agreement. Notwithstanding the foregoing, the Town agrees that this Agreement shall not be deemed null and void upon the occurrence of any of the foregoing events provided that any mortgagee (or any such mortgagee's designee or agent) then takes over and continues with the development of the project in accordance with this Agreement. The Town further agrees that upon the occurrence of any of the foregoing events, or upon default by Rickley (or a development corporation primarily owned and controlled by him to which he has assigned his rights and obligations hereunder) under this Agreement or under any other document or agreement which affects the project or the subdivision, any such mortgagee (or any such mortgagee's designee or agent) who assumes the rights, benefits

and obligations of this Agreement shall be entitled to any sewer use permits for the Contract Zone property.

6. Approvals: The parties to this agreement specifically contemplate that Rickley or a development corporation primarily owned and controlled by him to which he has assigned his rights and obligations hereunder shall obtain all necessary State and local approvals for the construction of the single-family residential affordable housing project that is proposed for said Contract Zone, and agree that failure to obtain such approvals shall render this Agreement null and void, and that in such event neither Rickley nor his assignee shall be entitled to any sewer use permits for the Contract Zone property or the benefits of this Agreement.

7. Release: At the time of sale of each dwelling to the initial purchaser, the Town shall release its rights hereunder by joining in the deed for the limited purpose of indicating that all necessary local approvals have been obtained for that dwelling and that the sale is in compliance herewith.

8. Minimum Specifications: Rickley agrees that the affordable housing to be built in the Contract Zone under this Agreement shall contain a total floor area, which area shall include all floor area of the dwelling except for the basement, of (i) with respect to the "cape" design, at least 1400 square feet but no more than 1500 square feet, (ii) with respect to the "colonial" design, at least 1550 square feet but no more than 1625 square feet, (iii) with respect to the "ranch" design, at least 1100 square feet but no more than 1225 square feet, and (iv) with respect to the "split-level" design, at least 1000 square feet but no more than 2050 (including purchaser's addition options) square feet. Only detached, single-family housing shall be constructed, and each such detached, single-family home shall be built with a pitched roof upon a full foundation and shall be of wood frame construction, using 2" x 6" framing and shall comply in all respects with the Town's building code and MSHA, FNMA, FMNA, and/or VA specifications.

9. Binding Covenants: The above-stated restrictions, provisions, and conditions are an essential part of this contract and shall run with the subject premises, shall bind the Owner, his heirs and assigns of said property or any part thereof or any interest therein, and any party in possession or occupancy of said property or any part thereof, and shall inure to the benefit of and be enforceable by, the Town of Cumberland, by and through its duly authorized representatives.

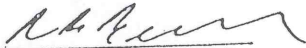
10. Severability: In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or

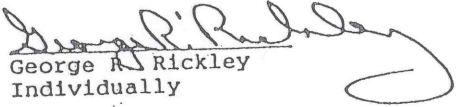
clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be deemed to be valid and in full force and effect, and the terms of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

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

TOWN OF CUMBERLAND

By:

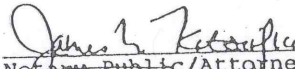

Robert B. Benson
Its: Town Manager


George R. Rickley
Individually

STATE OF MAINE
Cumberland, Maine

October 21, 1991

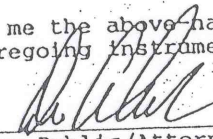
Personally appeared before me the above-named Robert B. Benson, Town Manager of said Town of Cumberland duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town of Cumberland.


Notary Public/Attorney-at-law
JAMES B. KATSIKIS

STATE OF MAINE
Cumberland, Maine

October 21, 1991

Personally appeared before me the above-named George R. Rickley and acknowledged the foregoing instrument to be his free act and deed.


Notary Public/Attorney-at-law
Drew A. Madusa

G:\G\KRA01\ZON-ZAGM.AMD

Recorded
Cumberland County
Registry of Deeds
10/23/91 02:10:04PM
Robert P. Titcomb
Register

~~Interest rate.~~ The note will bear interest at a simple annual rate of four (4%) percent, or at the annual rate of inflation as set forth in the Consumer Price Index for Urban Wage Earners and Clerical Workers issued by the United States Bureau of Labor Statistics for the Portland, Maine area, or area which encompasses Portland, Maine or encompasses the area closest to Portland, Maine (or a comparable statistic based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency, as may be agreed between the parties), whichever is greater. Interest will accumulate annually. No payments would be due on account of such interest or inflation value until the events specified in the next following subparagraph.

- (a) Interest rate: The Note will bear interest at a simple annual rate of four percent (4%), which will accumulate annually except that said accumulation shall terminate after twenty (20) years as to any owner of a lot at Small's Brook, who has continuously resided in the home constructed as his principal residence for said 20-year period.
- (b) Payment of Note and Mortgage: In the event that the purchaser of the house desires to sell the property, the property shall be first offered to the pool of qualified purchasers established pursuant to the provisions of paragraph III (2) above. The purchasers in such pool shall have the first right to purchase the property, subject to reasonable procedures relating to order of priority as may be established by the Town or its designee. The purchase price for the property shall be the price negotiated in an arms-length transaction between the parties, less the then amount of the Cumberland mortgage (including accrued interest). In the event that the property is purchased by a "qualified purchaser" as defined above, the Cumberland mortgage shall be assumed in accordance with its terms and shall be subordinated to any new purchase money financing, such subordination to be only once for each qualified purchaser and only to the extent of the purchase money financing. The seller of the property will realize any net proceeds from the sale of the property over and above the payment of the existing first mortgage and the then amount of Cumberland mortgage (including accrued interest).
- (c) Principal Residence. Any purchaser of a house shall represent and warrant that he will occupy the house as his principal residence and that the house will not be used as an investment property. The houses at Small's Brook may be rented once for up to a two (2) year period during the ownership thereof based on approval by the Town Manager on an application by the owner documenting in a manner satisfactory to the Town Manager in his sole discretion that said owner is unable to continue to reside thereat.
- (d) Default. Upon default under the note and mortgage by a purchaser, the note and mortgage shall become due and payable. The term "default" as used in this Agreement includes but is not limited to a purchaser's violation of a term or terms of the second mortgage and note.

After each initial sale, in the event that no qualified purchaser exists or indicates a desire to purchase the property at its fair market value by entering into a purchase and sale

agreement within 120 days of the date the property was first placed upon the market (should any such contract fall through, an additional 60 days from that date, or the remainder of the 120 days, whichever is longer, shall be given to find a new affordable buyer), the property may be sold on the open market at whatever dollar value it may bring, except that the Town shall have a right of first refusal based on the price as determined in any such arms-length open market sale, which right must be exercised within 14 days of notification of such a contract to the Town. In the event the Town does not exercise its option and the property is sold, the Cumberland mortgage will be payable in full to the Town at closing. If the selling price is not sufficient to discharge the mortgage in full, the Town will receive the full net proceeds of sale in full satisfaction of the note and mortgage. If the proceeds of sale are in excess of the amounts necessary to discharge the Cumberland mortgage in full, the seller will be entitled to such net proceeds. The cash proceeds paid to the Town at any such closing shall be dedicated to any purpose deemed appropriate by the Cumberland Town Council. In the event of the payment and discharge of the Town's second mortgage, the property would no longer be considered eligible for purchase as "affordable housing" under the then existing guidelines.

It is understood that the first mortgage financing for the properties in all likelihood will include conventional residential loans by various local banking institutions, which notes and mortgages may be sold to the secondary market including the markets commonly known as "Fannie Mae" and Freddie Mac". In accordance with the applicable guidelines which may be imposed by those institutions from time to time, the Town agrees, that in the event of any foreclosure of a first mortgage by the then holder thereof, unless the Town shall purchase or redeem such mortgage in full upon such foreclosure, then the Town, in its capacity as mortgagee, shall have no right or claim upon the property or the disposition thereof, other than its rights as the holder of a valid second mortgage and as entitled to distribution of net proceeds (if any) following a foreclosure sale, in accordance with the then applicable laws of the State of Maine; provided, however, that the foregoing shall in no way affect the Town's priority over all other claims on real estate for purposes of real and personal property taxation pursuant to M.R.S.A. §552.

As to lots subject to the second mortgage and note running to the Town specified herein, either the initial owner or any subsequent owner, who has assumed said note and mortgage, may pay-off that note in full with accrued interest at any time, in which event, the Town will discharge its second mortgage and the property so encumbered will be released from the lien of the mortgage and the property so encumbered will be released from the lien of the mortgage and from the affordability covenant of this Contract Zoning Agreement.

V. Miscellaneous Provisions:

1. Survival Clause: The terms and conditions of the agreement shall be binding upon and shall insure to the benefit of the respective successors, heirs and assigns of the parties hereto except as specifically set forth herein. A true copy of this agreement shall be recorded in the Cumberland County

ITEM 12-031

To reappoint William Longley as Code Enforcement Officer
and Plumbing Inspector.

**MAINE STATE PLANNING OFFICE
CODE ENFORCEMENT TRAINING & CERTIFICATION PROGRAM**

MUNICIPAL NOTICE OF CODE ENFORCEMENT OFFICER APPOINTMENT

This notification is required annually by State Law.

Name of Municipality: CUMBERLAND

Mailing Address: 290 TUTTLE ROAD CUMBERLAND, ME 04021

PRIMARY CEO

Circle one:

Initial Appointment

Re-Appointment

On-going

NAME: William C. Longley JR Email: wlongley@cumberlandmaine.com

(RE)APPOINTMENT DATE: 4-09-2007

Please mark only those areas that the CEO is responsible for.

☒ Shoreland Zoning Ordinances ☒ Land Use and Zoning Ordinances

#138

ALTERNATE/DEPUTY CEO

Circle one:

Initial Appointment

Re-Appointment

On-going

NAME: _____ Email: _____

(RE)APPOINTMENT DATE: _____

Please mark only those areas that the CEO is responsible for.

[] Shoreland Zoning Ordinances [] Land Use and Zoning Ordinances

PRIMARY BUILDING OFFICIAL

Circle one:

Initial Appointment

Re-Appointment

On-going

NAME: William C. Longley JR Email: wlongley@cumberlandmaine.com

(RE)APPOINTMENT DATE: 4-9-2007

Please check the box(es) below for the codes the building official is appointed to enforce.

☒ Residential Building

☒ Commercial Building

☒ Residential Indoor Ventilation

☒ Commercial Indoor Ventilation

☒ Residential Energy

☒ Commercial Energy

☒ Residential Radon

ALTERNATE/BUILDING OFFICIAL

Circle one:

Initial Appointment

Re-Appointment

On-going

NAME: DANIEL SMALL Email: _____

(RE)APPOINTMENT DATE: 4-9-2007

Please check the box(es) below for the codes the building official is appointed to enforce.

☒ Residential Building

[] Commercial Building

[] Residential Indoor Ventilation

[] Commercial Indoor Ventilation

[] Residential Energy

[] Commercial Energy

[] Residential Radon

#542

**MAINE STATE PLANNING OFFICE
CODE ENFORCEMENT TRAINING & CERTIFICATION PROGRAM**

PRIMARY LPI

Circle one: Initial Appointment Re-Appointment On-going

NAME:

William C. LONGLEY JR Email: wlongley@cumberlandmaine.com

(RE)APPOINTMENT DATE:

3-22-2010

ALTERNATE/DEPUTY LPI

Circle one: Initial Appointment Re-Appointment On-going

NAME:

STANford Brown Email: _____

(RE)APPOINTMENT DATE:

4-9-2007

#88

ATTEST

The individual(s) named above has been officially appointed and sworn to serve as the official indicated with the enforcement responsibilities inherent to that office:

Tamara P. O'Donnell Town Clerk

2-7-12

Attest – Municipal Clerk

Title

Date

**Tamara P. O'Donnell
Town Clerk
Town of Cumberland**

The following CEO/LPI is no longer employed by Town:

RICHARD Peterson

(now deceased)

ITEM

12-032

To set a Public Hearing date (March 26th) to consider and act on draft zoning amendments to Section 104.140 (definition of Self Storage Facilities), to include design standards, as recommended by the Planning Board.

Agenda Item # 3

Public Hearing: To recommend to the Town Council draft zoning amendments to Section 104.140 definition of Self Storage Facilities, to include design standards.

- .140 Self-Storage Facilities: A fully enclosed structure divided into separate compartments individual, secured units used to meet the for the exclusive purpose of temporary storage needs of non-hazardous business or personal materials. [Amended, effective 6/26/06, Amended effective _____]

ITEM

12-033

To set a Public Hearing date (March 26th) to consider and act on draft zoning amendments to Section 420 (Self Storage Facility), to require internal access to units and limit external garage doors to one standard door on the front of building facing the road and no more than two overhead doors on the remainder of the building, as recommended by the Planning board.

AGENDA ITEM # 4

Public Hearing: To recommend to the Town Council draft zoning amendments to Section 420: to require internal access to units and limit external garage doors to one standard door on the front of building facing the road and no more than two overhead doors on the remainder of the building.

Sec. 420 Self Storage Facility

A Self Storage Facility is a fully enclosed structure with individual, secured units (accessed with or without supervision) from separate internal doors used for the exclusive purpose of storage on non-hazardous business or personal materials. The footprint of the structure shall be no larger than 15,000 sq. ft. in size. The building shall not exceed a height of 35'; and shall be required to meet all applicable lot standards of the zone in which it is located. There shall be no outside storage of any kind including such large items as RVs and boats. The structure shall be landscaped with plantings sufficient to buffer the structure from adjacent properties. The architectural design of the building shall be consistent with the New England vernacular and shall include such features as pitched roofs, vertical rectangle windows, and brick, clapboard or shingle siding. The use of vinyl siding is acceptable; metal siding is not. There shall be no more than one (1) standard (residential garage) size door on the front of the building facing the road. There shall be no more than two (2) overhead doors on the remainder of the building, these shall be located on the side or rear of the building. [Amended, effective 6/15/06, Amended, effective

_____]

ITEM

12-034

To set a Public Hearing date (March 26th) to consider and act on draft zoning amendments to Section 204.14.1.13 (Industrial District) (Self-Storage Facilities), to add; *subject to the provisions of Section 420*, as recommended by the Planning Board.

AGENDA ITEM # 6

- 1. *Public Hearing:*** To recommend to the Town Council draft zoning amendments to Section 204.14.1.13 Industrial (I) district, *Self Storage Facilities, to add; Self-Storage Facilities, subject to the provisions of Section 420.*

ITEM

12-035

To set a Public Hearing date (March 26th) to consider and act on draft amendments to the Site Plan Ordinance to include a definition of “*Total Building Area*”, as recommended by the Planning Board.

AGENDA ITEM # 8

Public Hearing: To recommend to the Town Council draft amendments to the Site Plan Ordinance to include a definition of total building area: The total area, in square feet, of all floors of a building as measured from the interior faces of the exterior walls, excluding unfinished attics and unfinished basements.

The purpose of this proposed change to the Site Plan Ordinance is to define what is meant by the term “square footage” as reference in the chart that determines what level of review a project will require. The following language shall be inserted above the chart:

When calculating square footage as referenced below, include the total area, in square feet, of all floors of the building as measured from the interior faces of the exterior walls, excluding unfinished attics and unfinished basements.

Type of Activity	<u>Minor Staff Review Required Subject to Section 1.3</u>	<u>Major Staff Review Required Subject to Section 1.3</u>	<u>Planning Board Site Plan Review Required</u>
The construction of a new structure (other than single family and duplex) that contains:	Less than 1000 sq. ft.	Between 1000 and 3000 sq. ft.	Over 3000 sq. ft.
The expansion of a non-residential building or structure, including accessory buildings, that increases the total floor area by:	Less than 1000 sq. ft.	Between 1000 and 3000 sq. ft.	Over 3000 sq. ft.
The construction of an impervious surface such as a support pad or paved or gravel parking area:	Less than 1000 sq. ft.	Between 1000 and 3000 sq. ft.	Over 3000 sq. ft.
The conversion of approved existing buildings or structures from one approved use to another, without enlargement of gross floor area or increase in required parking.	Always required		
Site preparation activities of up to 1 acre of disturbed area including clearing, grubbing, grading, the construction or reconstruction of driveways and entrances, including the installation of driveway culverts.	Always Required		

ITEM 12-036

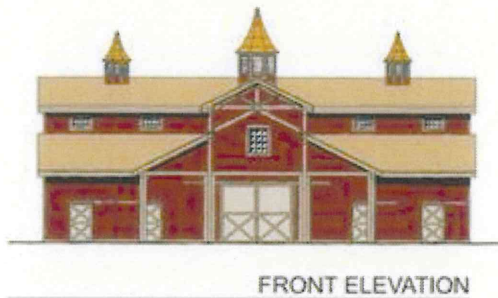
To set a Public Hearing date (March 26th) to consider and act on draft amendments to the Route 100 Design Standards to add Section 2.1.5 (Overhead Doors), as recommended by the Planning Board.

AGENDA ITEM #7

Public Hearing: To recommend to the Town Council draft amendments to the Route 100 Design Standards to add Section 2.1.5 “Overhead Doors”.

2.1.5 Overhead Doors

Due to their size, overhead doors can become the predominant architectural feature of a commercial building. Given this, overhead doors should blend in with the architectural style of the building to the greatest extent possible. An example of this is a barn door style design on a large barn style building, as shown below.



ITEM

12-037

To set a Public Hearing date (March 26th) to consider and act on draft zoning amendments to the Growth & Impact Fee Ordinance, as recommended by the Planning Board.

GROWTH MANAGEMENT ORDINANCE

101. TITLE

This Ordinance shall be known as the "Growth Management Ordinance of the Town of Cumberland, Maine" and shall be referred herein as the "Ordinance".

102. LEGAL AUTHORITY

This Ordinance is adopted pursuant to Home Rule Powers as provided in Article VIII-A of the Maine Constitution and Title 30-A, M.R.S.A. Section 3001.

103. PURPOSE

The purpose of this Ordinance is to protect the health, safety and general welfare of the residents of Cumberland by placing limitations on residential development and meeting the following: (Amended 09/08/03, Effective 09/23/03)

103.1. To provide for the immediate housing needs of the existing residents of Cumberland.

103.2. To ensure fairness in the allocation of Building Permits. (Amended 09/08/03, Effective 09/23/03)

103.3. To plan for continued residential population growth of Cumberland which would be compatible with orderly and gradual expansion of community services including, but not limited to, education, public safety, transportation infrastructure, waste disposal and health services.

103.4. Avoid a situation in which the rapid development of new residences, potentially housing many families with school-age children, could outpace the town's capability to expand its schools and other services soon enough to avoid serious school over-crowding and a significant reduction in other services.

104. DEFINITIONS

Building Permit: A permit is defined by and issued in accordance with the Cumberland Building Code and Section 602.1 of the Cumberland Zoning Ordinance.

Calendar Year: The period of time comprised of fifty-two (52) weeks commencing on January 1 and extending through December 31 on any given year. [Amended 12/17/01, effective 01/01/02]

Dwelling Unit: A room or group of rooms designed and equipped exclusively for use as living quarters for a family, including provisions for living, sleeping, cooking and eating. The term shall include, but not be limited to, manufactured housing, modular/mobile homes, apartment unit, duplexes and multiplexes and condominium units. The term shall not include trailers or recreational vehicles used for overnight or temporary lodging only.

Family: A person or persons occupying a dwelling unit and living as a single housekeeping unit, as distinguished from a group occupying a boarding house, lodging residence, hotel or motel.

Growth Permit: A permit issued, in accordance with the provisions of this Ordinance, by the CEO to allow the establishment of a new dwelling unit.

Manufactured Housing: A fabricated pre-assembled dwelling unit designed to be transported after fabrication and to be used as living quarters. The term "Manufactured Housing" may include the term "Modular Home" and "Mobile Home", except that the fabricated single-family modular home is assembled on the building site on a permanent foundation.

Person: A person shall be defined to include an individual's spouse, parents, siblings and members of his or her immediate family unless the spouse, parents, sibling or immediate family member can demonstrate that the person seeking the Growth Permit owned the title to the property that is the subject of the Growth Permit independently of his spouse, parents, siblings or immediate family members as of May 1, 2000.

~~**Subdivision:** A subdivision shall be defined by 30 A.M.R.S.A. § 4401, and as amended from time to time. For the purposes of this Ordinance, subdivisions shall mean only those approved by the Planning Board after March 6, 1959. In addition, any lots shown on a subdivision plan, but not subject to Planning Board review shall not be considered a lot in a subdivision. Adopted June 28, 2000 [Amended 3/26/01] [Amended 12/17/01, effective 1/1/02]~~

105. **APPLICABILITY**

This Ordinance shall apply to all new dwelling units (including manufactured housing) within the Town of Cumberland. No new dwelling unit which fails to meet the requirements of the Ordinance shall be constructed or placed within the Town of Cumberland.

106. **EXEMPTIONS**

This Ordinance shall not apply to the following:

- 106.1 The repair, replacement, reconstruction or alteration of any existing building or structure provided the number of dwelling units is not increased, regardless of the need for a variance.

106.2 Dwelling units constructed by the Cumberland Housing Authority, an agency of the state or federal government; or by a private developer or contractor with a continuing age restriction of persons 55 years of age or older. Any conversion of these units eliminating the age restriction would require a Growth Permit.

106.3 Accessory Apartments as allowed in Section 407.1 of the Cumberland Zoning Ordinance.

~~106.4 Lots in subdivisions approved by the Cumberland Planning Board between January 1, 1998 and May 22, 2000.~~

~~106.5 Lots in subdivisions located on Chebeague Island approved by the Cumberland Planning Board or equivalent body prior to the adoption of this Ordinance. [Amended, effective 3/26/01, amended, 12/17/01, effective 01/01/02]~~

107. ADMINISTRATION

107.1. Maximum Number of Dwelling Units

107.1.1. Unless and / or until this Ordinance is amended pursuant to Section 10, the maximum number of new Growth Permits issued from January 1, 2002 to December 31, 2002 and annually thereafter, shall be ~~forty four (44)~~ forty five (45) ~~plus four (4) additional Growth Permits that shall be reserved for dwelling units located on Chebeague Island, plus~~ two (2) additional Growth Permits that shall be for affordable housing constructed by Habitat for Humanity or a similar not for profit organization. [Amended, 12/17/01, effective 01/01/02]

~~107.1.2. No more than 50% of the Growth Permits shall be issued annually for dwelling units within subdivisions except as permitted in Section 107.3.5. This provision shall not apply to the Growth Permits reserved for Chebeague Island as allowed in Section 6.A.1. [Amended 12/17/01, effective 01/01/02]. (Amended 09/08/03, Effective 09/23/03)~~

~~107.1.3. No more than twenty (20) permits over a 5 year period, beginning on July 1, 2001, shall be issued on Chebeague Island. [Amended 12/17/01, effective 01/01/02]. (Amended 09/08/03, Effective 09/23/03)~~

107.1.4-~~2~~ All Growth Permits shall be issued in accordance with the issuance procedure described in Section 6.C 107.3 of this Ordinance. [Amended 12/17/01, 01/01/02]

107.2. Application Procedure

- 107.2.1. All Growth Permit Applications shall be submitted in person to the Code Enforcement Officer or his/her assistant or agent (hereinafter the CEO) during normal office hours on the form designated Growth Permit Application. No Growth Permit Applications shall be accepted by mail.
- 107.2.2. The CEO shall indicate on the Application form the date and time the Growth Permit Application was received and provide the applicant with a receipt. The Applications shall be reviewed in the order in which they were received. Only complete Applications will be accepted. (Amended 09/08/03, Effective 09/23/03)
- 107.2.3. The Growth Permit Application shall be accompanied by a non-refundable administrative fee in the amount of One Hundred (\$100.00) Dollars, documentation establishing the applicant's right, title and interest to the property, and one copy of a subsurface wastewater disposal system application form (HHE-200 or equivalent), and/or confirmation for eligibility of a sewer user unit. [Amended 12/17/01, effective 01/01/02]
- 107.2.4. A separate Application shall be required for each dwelling unit.

107.3. Issuance Procedure

- 107.3.1. Growth Permit Applications shall not be accepted by the CEO until on or after the effective date of this Ordinance. Growth Permit Applications shall be on file with the CEO. From the time of the adoption of this Ordinance onward, Applications will be accepted, and Growth Permits issued, as provided for in this Section. [Amended 12/17/01, effective 01/01/02]. (Amended 09/08/03, Effective 09/23/03)
- 107.3.2. Growth Permits shall be available on a first-come, first-served basis.
- 107.3.3.1. The CEO shall notify an applicant once the applicant is entitled to have a Growth Permit issued. Once the CEO has notified the applicant that the applicant is entitled to have a Growth Permit issued, the applicant shall have thirty (30) days to accept the Growth Permit from the CEO, and the CEO shall notify the applicant in writing of the date of the expiration of said thirty (30) days. If the applicant shall fail to accept the Growth Permit, then the Growth Permit shall expire. [Amended 12/17/01, effective 01/01/02]
- 107.3.3.2. Expired Growth Permits shall be available for reissue during the same calendar year. (Amended 09/08/03, Effective 09/23/03)

107.3.3.3. The CEO shall issue Growth Permits for all complete Applications if they do not outnumber the supply of Growth Permits.

107.3.3.3.1. If Applications exceed supply for any given year, Permits shall be issued on the basis of the order complete Applications were received by the CEO. Those on the list who do not get a Permit for that year shall have first priority to get a Permit in the next year. . (Amended 09/08/03, Effective 09/23/03)

~~107.3.3.4. With respect to Growth Permits sought for property located within a subdivision, no more than four (4) Growth Permits shall be issued during any calendar year in a single subdivision. No person, partnership, or corporation shall be entitled in any calendar year to more than two (2) of the four (4) Growth Permits allocated to a subdivision. Corporations shall be treated as the same corporation for purposes of this Ordinance if they share common directors (or their spouses) and / or shareholders (or their spouses) of 10% or more of the stock. Any person or corporation which is a partner in a partnership shall also be considered the same person as the partnership. [Amended 12/17/01, effective 01/01/02]. (Amended 09/08/03, Effective 09/23/03)~~

~~With respect to Growth Permits sought for property not located within a subdivision, no more than two (2) Growth Permits shall be issued during any calendar year to any one person, partnership or corporation. [Amended 12/17/01, effective 01/01/02]. (Amended 09/08/03, Effective 09/23/03)~~

107.3.3.5.4 Commencing January 1, 2012, and annually thereafter, all Growth Permits shall be issued on the basis of the calendar year (January 1 through December 31), and in accordance with the following issuance schedule-[Amended 12/17/01, effective 01/01/02]

~~The number of Growth Permits to be issued annually in the “subdivision” category is twenty two (22), and the number of Growth Permits to be issued annually in the “non-subdivision” category is twenty two (22), for a total town-wide issuance of forty four (44) Growth Permits. In addition, four (4) additional Growth Permits shall be reserved for dwelling units located on Chebeague Island, plus two (2) additional Growth Permits shall be reserved for affordable housing~~

~~constructed by Habitat for Humanity or a similar not-for-profit organization. [Amended 12/17/01, effective 01/01/02]~~

~~Further, unused growth permits in the "subdivision" category shall be reallocated as follows: At 5 p.m. on the last day of the second calendar quarter of each year, 2 additional non corporate permits per subdivision shall be allowed, then one third (33%) of any remaining "subdivision" Growth Permits shall be reallocated to the "non-subdivision" category. At 5 p.m. on the last day of the third calendar quarter of each year, 2 additional non corporate permits per subdivision shall be allowed, for a total not to exceed 8 non corporate for any one subdivision in any given calendar year, then one half (50%) of any remaining "subdivision" Growth Permits shall be reallocated to the "non-subdivision" category. In cases where fractional numbers of permits result, the fractional numbers shall be rounded down to the nearest whole number. [Amended 12/17/01, effective 01/01/02]. (Amended 09/08/03, Effective 09/23/03)~~

- 107.3.3.6.5 If, at the end of any calendar year, there are any unissued Growth Permits still available, they shall not be carried over to the next year, except as permitted in Section 107.5. [Amended 12/17/01, effective 01/01/02]. (Amended 09/08/03, Effective 09/23/03)

107.4. Replacement with building permit and expiration

- 107.4.1. A Growth Permit shall be replaced by a building permit for a dwelling on the specific site for which the Growth Permit was issued. A Growth Permit which has not been replaced with a building permit within 90 days of Growth Permit approval by CEO shall be considered expired and must be resubmitted for consideration. Resubmitted Growth Permit Applications will not have any priority over other Growth Permit Applications. The expiration of the building permit shall be in conformity with the Town of Cumberland Building Code.

Re-issuance of an expired Growth permit from a previous calendar year shall not be counted toward the annual allocation in any category. A \$50 administrative re-instatement fee shall be assessed to the applicant. . (Amended 09/08/03, Effective 09/23/03)

107.5. Transferability

Growth Permits are not transferable. They shall be valid for construction on the lot specified on the Application and by the Applicant; provided however, that

such valid Permits shall be transferable to new owners of the lot should the property change hands. If a Permit is transferred, the date of issuance remains unchanged.

108. CONFLICT WITH OTHER ORDINANCES

This Ordinance shall not repeal, annul, or otherwise impair or remove the necessity of compliance with any federal, state or other local laws or ordinances. Where this Ordinance imposes a greater restriction upon the use of land, buildings, or structures, the provisions of this Ordinance shall prevail.

109. SEPARABILITY

Should any section or provision of this Ordinance be found by the courts to be invalid, illegal, or unenforceable, such decision shall not affect any other section or provision of this Ordinance either singly or collectively.

110. EFFECTIVE DATE

The effective date of this Ordinance shall be Council Meeting Date July 1, 2000, but the total number of Growth Permits available through June 30, 2001 shall be limited by Section 6.A hereof.

111. REVIEW PROCEDURE

This Ordinance shall be reviewed by the Town Council in June 2002 to assess the efficacy of the Ordinance and shall be reviewed by the Planning Board periodically (but not less frequently than once every three years), to ensure that the annual maximum growth rate has not become inconsistent with the Town's capital program requirements to establish, maintain, or enlarge needed public facilities and services. Based on its review the Planning Board may recommend amending this Ordinance as provided in Section 112. [Amended 12/17/01, effective 01/01/02]

112. AMENDMENTS

112.1. An amendment to this Ordinance may be initiated by one of the following:

112.1.1 The Planning Board.

112.1.2 The Town Council.

112.1.3 The residents, pursuant to Article X, Section 2 of the Town Charter.

113. VIOLATIONS

113.1. A violation of this Ordinance shall be deemed to exist when any person, partnership or corporate entity engages in any construction activity directly related to the erection or placement of a dwelling unit, upon any land within the Town without first having obtained a Growth Permit from the CEO.

113.2. If a dwelling unit has been constructed or placed, without a Growth Permit, it shall be deemed a violation for any person, firm, or corporate entity to sell, lease, rent or occupy such dwelling unit until such permit has been duly issued.

114. NOTICES OF VIOLATIONS; LEGAL ACTION

When a violation of any provision of this Ordinance shall be found, the CEO shall send a written notice of the violation to the responsible party or parties and shall notify the Town Council of the violation. If the notice does not result in the correction of the violation, the Town Council may institute any and all actions and proceedings, either legal or equitable, including seeking injunctive relief, the imposition of fines, removal of the structure, or other action that may be appropriate or necessary to enforce the provisions of this Ordinance. The remedies set forth herein are intended to be cumulative and not exclusive of each other. The Town Council is authorized to enter into administrative consent orders to eliminate violations with or without court action. Such agreement shall not allow an illegal structure or use to continue.

115. PENALTIES

115.1. Any person owning or controlling the use of any dwelling unit being constructed or occupied in violation of this chapter shall be liable to be fined not less than \$100 or more than \$2,500 for each day such a violation (i.e. construction activity, unlawful occupancy) continues after notification by the CEO.

115.2. If a dwelling unit has been built in violation of this chapter and is then occupied, for residential use, the owner may be fined as provided in Section 14-A 115.1 of this Ordinance.

116. APPEALS

116.1. The Board of Adjustment and Appeals in accordance with Section 603 of the Cumberland Zoning Ordinance, may, upon written application of an aggrieved party and after public notice, hear appeals from determinations of the Code Enforcement Officer in the administration of this Ordinance. Following such hearing, the Board of Adjustment and Appeals may reverse the decision of the Code Enforcement Officer only upon a finding that the decision is clearly contrary to the specific provisions of this Ordinance.

RECREATIONAL FACILITIES AND
OPEN SPACE IMPACT FEE ORDINANCE
OF THE TOWN OF CUMBERLAND, MAINE

ARTICLE I. GENERAL PROVISIONS

1.1. Authority

This Ordinance is adopted pursuant to Home Rule Powers as provided for in Article VIII, Part 2, Section 1 of the Maine Constitution and Title 30-A, MRSA, Section 3001 and Section 4354.

1.2. Short Title

This Ordinance shall be known and may be cited as the "Recreational Facilities and Open Space Impact Fee Ordinance of the Town of Cumberland, Maine", and will be referred to herein as "this Ordinance."

1.3. Purpose

The general purposes of this Ordinance are to maintain the Town's financial capacity to provide adequate public facilities to meet the additional needs for recreation and open space created by future residents. Further, this Ordinance establishes a fair and equitable process by which to ensure that new residential development in the Town of Cumberland will be accomplished in a safe and healthful manner, and that such development will bear a proportional or reasonably related share of the cost of new, expanded or modified recreational infrastructure necessary to service such development through the payment of impact fees that shall be dedicated to paying for the needed improvements.

1.4. Applicability

- ~~1.~~ This Ordinance shall apply to the issuance of any building permit for a new residential structure within the Town of Cumberland, ~~but shall exclude senior housing projects as defined in this ordinance.~~
- ~~2.~~ ~~3.~~ This ordinance shall not apply to developers who have been issued or applied for a Town of Cumberland growth permit by the Code Enforcement Officer prior to date of the adoption of this ordinance, provided however, that the said Growth Permit is converted into a building permit as prescribed in the Growth Management Ordinance.
- ~~3.~~ ~~2.~~ This Ordinance shall not apply to additions to residential structures existing at the time of the adoption of this ordinance.
4. This ordinance shall apply to any addition to a residential structure built following the adoption of this ordinance where such addition is made within five (5) years of the issuance of the original building permit. The fee for any such addition shall be assessed as for new construction as set forth in Section 1.11 below, except that the initial five hundred (500) square foot discount shall not apply. This Ordinance shall not apply to additions to residential structures made after the expiration of five (5) years from the issuance of the original building permit.
- ~~5.~~ This ordinance shall not apply to any project that converts an existing municipal structure into a senior housing project.
- ~~6.~~ ~~5.~~ No building permit shall be granted for any residential construction activity described herein that requires payment of an impact fee under this Ordinance until the impact fees hereby required have been paid.

1.5. Definitions

Impact fees are charges or assessments imposed by the Town of Cumberland against new residential construction to help with the acquisition and development of ~~additional~~ recreation lands and facilities and for the acquisition and preservation of open space for the future use and enjoyment of the town's residents.

Developer is a person who has received an approval for residential construction under either the subdivision or site plan ordinance, or a person who has otherwise applied for a residential building permit for any activity described herein.

Gross floor area shall include the entire floor area of each floor measured from the outside of exterior walls, and shall include all interior partitions and spaces whether finished or not, but shall exclude basements, garages intended for the storage of automobiles, unheated porches and any portion of a room or attic with sloping ceilings measuring less than five (5) feet from floor to ceiling.

Residential Structure shall refer to any living unit including those in single-family homes, multi-family homes, attached and/or detached residential structures, condominiums, apartments, manufactured housing and mobile homes.

Senior Housing Project shall refer to a residential development constructed solely for elderly residents who meet strictly enforced age guidelines and within which the residential units are by deed or covenant restricted to occupation by residents who meet such age guidelines.

1.6. Payment of Fees

The Code Enforcement Officer shall collect the impact fee prior to the issuance of any building permit for residential construction that is subject to the fee. The amount of the fee shall be based upon the procedure set out in subsection 1.11 below.

1.7. Impact Fee Accounts

All impact fees collected under the provisions of this ordinance shall be segregated from the Town's general **fund** revenue and be accounted for in **a** separate impact fee account. ~~s designated for the particular improvements in question. The impact fee accounts are as follows:~~

- ~~1. Open space land acquisition account (36% of each fee collected).~~
- ~~2. Recreational facility improvement and capacity expansion account (64% of each fee collected).~~

1.8. Use of Impact Fees

Impact fees collected under the provisions of this ordinance shall only be used to pay for site acquisition and capital improvements for the creation or expansion of recreational facilities and for the acquisition and related improvement of open space. No portion of the fee shall be used for routine maintenance or operation activities.

The following costs are examples of, but are not intended to limit, capital improvements:

1. Acquisition of land or easements including conservation easements and development rights.
2. Engineering, surveying and environmental assessment services directly related to the acquisition, design, construction and continued upgrading of the improvement.
3. The actual construction of the improvement including, without limitation, demolition costs, clearing and grading of land, and necessary capital equipment dedicated to the site.
4. Mitigation costs.
5. Legal and administrative costs associated with construction of the improvement, including any borrowing necessary to finance the project.

6. Debt service costs including interest if the Town borrows for the **acquisition or** construction of the improvement.
7. Relocation costs.
8. Similar costs that are directly related to the improvement project.

1.9. Refund of Fees

1. If a building permit or other relevant permit is surrendered or expires without commencement of construction, the developer shall be entitled to a refund, without interest, of the impact fee paid as a condition of its issuance. A request for a refund shall be made in writing to the Town Planner, and shall occur within ninety (90) days of the expiration of the permit.
2. If the funds collected annually are not expended or obligated by contract for their intended purpose by the end of the calendar quarter immediately following ten (10) years from the date the fee was paid, the prorated share of the funds shall be returned to the current owner of the property for which the fee was paid, provided that a request is made in writing to the Town Planner within one hundred eighty (180) days of the expiration of the ten (10) year period.

1.10. Waiver of Impact Fee

The Town Council may, by formal vote following a public hearing, waive the payment of a required impact fee, in whole or in part, if it finds that:

1. The developer or property owner who would otherwise be responsible for the payment of the impact fee voluntarily agrees to construct an improvement for which the impact fee would be collected, or an equivalent improvement approved by the Town Council.
2. The developer of a subdivision offers to dedicate and/or improve public lands or recreational amenities and the Town Council finds these public lands or recreational amenities to be of town-wide benefit.

1.11. Calculation of Fees

The recreational facilities and open space impact fee shall be a per square foot fee established by the Town Council, and shall be based upon the Town's impact fee calculation methodology. This methodology has been adopted by the Town Council and is on file and available for review in the Town Planner's office. The amount of the fee paid by a developer shall be determined by multiplying the gross floor area as defined in this ordinance less five hundred (500) square feet by the per square foot fee established herein. The total amount of the impact fee due for each project shall be determined by the developer, subject to the approval of the Code Enforcement Officer (CEO), using the impact fee calculation worksheet provided by the CEO and shall be based upon the following:

1. The developer shall determine, subject to the CEO's approval, the gross floor area of the residential structure subject to the impact fee based upon plans and other documents submitted by the developer.
2. ~~The developer shall determine, subject to the CEO's approval, the amount of the recreational facilities portion of the fee by subtracting five hundred (500) square feet from the gross floor area determined in Section 1.11.1 of this ordinance and multiplying the difference by \$0.87 per square foot unless the Town Council has waived that portion of the fee in accordance with Section 1.10 of this ordinance.~~
3. ~~The developer shall determine, subject to the CEO's approval, the amount of the open space portion of the fee by subtracting five hundred (500) square feet from the gross floor area determined in Section 1.11.1 of this ordinance and multiplying the difference by \$0.49 per square foot unless the Town Council has waived that portion of the fee in accordance with Section 1.10 of this ordinance.~~
4. The developer shall determine, subject to the CEO's approval, the total impact fee due by **combining the recreational facilities portion and the open space portion as calculated above. Unless the Town Council waives the fee required in either section 1.11.2 or section 1.11.3 above, the sum of the per square foot impact**

fees described in these sections shall be multiplying \$1.09 per square foot of gross floor area, less five hundred (500) square feet.

5. The five hundred (500) square foot reduction in gross floor area discussed in this section of the ordinance shall not apply to residential additions made within five (5) years of the issuance of the original building permit for the home.

ARTICLE II. ADMINISTRATIVE PROVISIONS

2.1 Validity and Severability

If any section, phrase, sentence or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

2.2 Conflict with Other Ordinances

Should any section, phrase, sentence or portion of this Ordinance be found to be in conflict with other local, state or federal Ordinances or regulations, the more stringent section or provision shall prevail. Existing provisions for building permit fees are to be held separate from the impact fees described herein and are not affected by this Ordinance.

2.3 Review and Revision

The Town Council shall periodically review each impact fee established under this chapter. If the Council finds that the anticipated cost of the improvement has changed or that the identification of development subject to the fee is no longer appropriate, the Council may adopt changes to the impact fee. Any changes adopted as a result of such review shall apply to all future development but shall not apply retroactively to projects that have already paid an impact fee. A public hearing shall be held prior to the adoption of any amendment. Notice of such public hearing shall be in accordance with state and local requirements.

2.4 Right to Appeal

A developer may appeal the determination of the Code Enforcement Officer as to either the applicability of the impact fee to a particular project, the gross floor area subject to the fee, or the amount of the fee to be paid. Appeals shall be made in writing to the CEO within ten (10) days of the CEO's initial determination of the amount of the impact fee due for a particular residential structure. The Board of Adjustment and Appeals shall consider such appeal at their next regularly scheduled meeting and shall issue a determination either upholding the CEO's decision or modifying the CEO's decision within seven (7) days of the date of the hearing at which the appeal was heard.

2.5 Effective Date

This Ordinance shall take effect upon its adoption by a majority of the eligible voters present at the June 28, 2001 Town Council Meeting. The effective date of this Ordinance is June 28, 2001.

[Adopted June 28, 2001, effective June 28, 2001, Amended.....]

TOWN OF CUMBERLAND RECREATIONAL FACILITIES AND OPEN SPACE IMPACT FEE METHODOLOGY

This methodology sets out the procedure for determining the impact fee that should be paid by development for recreational facilities and open space. In developing the fee, we looked at the potential need for new or expanded infrastructure to meet the need for recreation and open space to identify possible areas for the creation of impact fees. For each area, we looked at whether there is a need for expanded capacity to accommodate growth resulting from development, if so, the type of new or expanded facilities that would be needed, the possible cost of the expanded capacity, the share of the capacity available to accommodate growth, who should pay an impact fee, and how the fee should be calculated. Here is a summary of that analysis:

The Need for Expanded Facilities: In 2000, the Town's Comprehensive Plan and Open Space Plan identified the need to expand the supply of recreational facilities and open space to serve a growing population and proposed the use of impact fees to fund some of this cost. The impact fee was established in 2001 based upon the anticipated need for additional or improved recreational facilities and open space resulting from expected population growth.

In 2000, Cumberland had approximately 600 acres of permanent open space, the largest portion of which is the Twin Brook Recreation Facility acquired through two purchases. The first was a 148 acre parcel on Tuttle Road in 1994 for \$530,000 and the second a 100 acre parcel on Greely Road in 1996 for \$390,000. The total open space in 2000 also included Chebeague Island and resulted in 0.084 acres of open space per capita based upon a population of 7,159. Between 2000 and 2010, Chebeague Island seceded from the Town of Cumberland, causing the population of Cumberland to decrease by 341 residents. Cumberland's total population, however, experienced a net increase of 52 residents, for a total of 7,211 in 2010.

In 2003, the Town purchased a 216 acre parcel, the Rines Forest, to be utilized as open space for residents of the community. Then in 2006, the Town began a comprehensive upgrade to the existing 248 acre Twin Brook recreation facility that was completed in 2009. Today, Cumberland has a total of 1,135 acres of open space which translates to 0.157 acres per capita. The significant increase in open space and improved recreational facilities coupled with minimal population growth has allowed the Town of Cumberland to meet the needs identified in the Town's Comprehensive Plan and Open Space Plan for the foreseeable future.

~~The need for community recreation facilities and open space is a function of the size of the community's population. As the community grows, it needs more recreation land, fields, facilities, playgrounds, natural areas, and open spaces. In Cumberland, there are a number of sources of permanent open space including Town owned conservation land and easements, the Town forest, state conservation land/easements, and conservation land and easements owned by the land trust. The Town's adopted Comprehensive Plan identifies the need to expand the supply of recreational facilities and open space to serve a growing population and proposes the use of impact fees to fund some of this cost. This is repeated in the Town's Open Space Plan and in the Long Range Plan for Chebeague Island.~~

~~The state's most recent State Comprehensive Outdoor Recreation Plan (SCORP) reports that the typical Maine community with a population of more than 2,500 residents had 14-15 acres of municipal recreational areas per 1,000 residents or approximately 0.015 acres per capita. This ratio serves as a reasonable basis for estimating future needs for recreational facilities created by population growth in Cumberland. A population growth of 1,000 residents will create a need for 15 acres of additional municipal recreation facilities.~~

~~There is no state or national standard for the amount of open space that is appropriate for a community. Cumberland currently has approximately 600 acres of permanent open space or 0.084 acres per capita based upon~~

a 2000 population of 7,159. This ratio serves as a reasonable standard for additional open space as the Town's population grows.

The Estimated Cost for Expanded Facilities: The development costs for recreational facilities can range from \$20,000 per acre to \$100,000 per acre depending on the type of facility and the site with an average cost of \$50,000 per acre. The estimated cost for acquiring open space land based upon recent acquisitions in Cumberland is \$4,000–\$6,000 per acre assuming that some portion of the land acquired is developable.

The Share of Need Attributable to Growth: In 2000, Cumberland had 2,548 households including Chebeague Island. In 2010, Cumberland had 2,697 households and Chebeague Island had 171 households. Adjusting for the loss of households on Chebeague Island, Cumberland experienced a net increase of 320 households. The Town of Cumberland's Growth Management Ordinance limits growth permits for new dwellings to a maximum of fifty (50) per year, while the average of actual new development over the last ten years was 36 dwellings per year.

The existing housing stock accommodates a relatively stable population although decreasing household size appears to be reducing this population somewhat. Turnover in the existing housing stock is unlikely to increase the Town's population. New residential development is, however, adding to the population that must be served with recreational facilities and open space. This growth is partially offset by the declining population in the existing housing stock thereby reducing the effective need for additional recreational facilities and open space. Therefore, residential development is responsible for only a portion of the need for increased recreational facilities based upon the acreage per person standard. Between 1990 and 2000, the population of Cumberland grew by 1,323 while the number of households increased by 527. The survey of new households conducted in 1999 suggests that these new households have an average of 3.6 people. This means that the new households added approximately 1,900 residents. This was offset by a decline in the population living in the pre-1990 housing stock of 574 residents. Therefore only 70% of the new residents generate a need for additional recreational and open space with the balance offset by decreases in the occupancy of the pre-existing housing stock. To account for this, the impact fee should be established at 70% of the fee that would apply using the per capita basis and estimated costs.

Who Should Pay the Fee: Housing development has been relatively stable over the past ten years, but population appears to be declining, as evidenced by the decrease in average household size from 2.8 in 2000 to 2.67 in 2010. The current average household size of 2.67 translates to .42 acres of recreational facilities and open space per household. Although housing development may remain consistent, the reducing population means that the existing recreational facilities and open space should be adequate for the current population and anticipated growth in the near future. The acquisition of the Rines Forest and the upgrades to Twin Brook satisfy the needs for open space and recreational facilities of projected future development. Therefore, new residential development should continue to be assessed an impact fee to contribute to the costs of acquiring and improving these facilities and their respective use thereof.

New residential development activity should pay this impact fee based upon the expected population of the project considering typical occupancy rates unless the Town determines that the unit is located in a project that includes an equivalent amount of open space as part of the development. Based upon national studies of occupancy levels of various types of housing in the northeast and the Town's housing survey, the following occupancy factors should be used in calculating the appropriate fee:

Single family dwelling with:

- | | |
|-------------------|-----------------|
| a. three bedrooms | 3.4 people/unit |
| b. four bedrooms | 3.8 people/unit |

There does not appear to be any justification for charging non-residential development an impact fee for recreation and open space facilities. Typically, non-residential uses do not generate a direct demand for these types of facilities and thus, should not be charged a fee.

Calculation of the Fee: The cost to acquire the Rines Forest in 2003 was \$1,241,000, \$5,745 per acre. Additionally, over the course of three years, the improvements to Twin Brook cost a total of \$1,594,546. The total cost of acquiring this additional open space and upgrading existing recreation facilities was \$2,835,546. The total of all impact fees collected prior to June 30, 2011 is \$730,814. The difference between the total cost of acquiring additional open space and upgrading existing recreation facilities (\$2,835,546) and the impact fees collected (\$730,814) equals \$2,104,732, the net cost of acquisition of the Rines Forest and upgrades to the Twin Brook recreational facility. Assuming that this net cost of acquisition is a debt to be paid over 30 years at 4%, the annual cost of open space acquisition and recreational facility upgrades is \$121,717. Based on the maximum allowable new development of fifty (50) units and the average gross living area of 2,239 sq. ft. (2,739 minus 500 sq. ft. exemption), the impact fee to new development equals \$1.09 per square foot.

Rines Forest Acquisition	\$1,241,000
	+
Twin Brook Improvements	\$1,594,546
Total Costs	\$2,835,546
	-
Impact Fees Collected to Date	\$ 730, 814
Total Unpaid Debt	\$2,104,732
Annual Debt	\$ 121,717 (Total Debt over 30 years at 4% interest)
Cost per Home	\$ 2,434 (Annual Debt / 50 max permits per year)
Cost per Square Foot (Impact Fee)	\$ 1.09 (Cost per Home / 2,239 s.f. avg. home size)

~~The recreational facilities and open space impact fee should be the sum of the per capita cost of providing additional recreational facilities and upgrading existing recreation facilities and the per capita cost of providing additional open space adjusted by 70% to account for the share of the need created by new residential development multiplied by the anticipated number of residents in the project allocated on a square foot of gross floor area basis.~~

~~The recreational facilities portion of the fee should be calculated by multiplying the average estimated development cost per acre of recreational facilities or \$50,000/acre by 0.015 acres per capita for a base per capita cost of \$750. This base cost should be adjusted by the 70% need factor resulting in an adjusted per capita recreational facilities cost of \$525. Any residential unit should be subject to an impact fee to cover this cost.~~

~~The open space portion of the fee should be calculated by multiplying the estimated average per acre cost of acquiring open space or \$5,000/acre by 0.084 acres per capita for a base per capita cost of \$420. This base fee should be adjusted by the 70% need factor resulting in an adjusted per capital open space facilities cost of \$294. Any residential unit should be subject to an impact fee to cover this cost unless the Town determines that the development in which the unit is located has provided an equivalent amount of open space.~~

~~The per capita recreational facilities cost of \$525 and the per capita open acquisition cost of \$294 per capita should then be charged to new residential development on a square footage basis. The Town's housing survey found that the average new three bedroom home had approximately 3.4 occupants while new four bedroom homes had approximately 3.8 occupants. The Town Assessor reports that the average three bedroom home has approximately 1,827 square feet of gross living area while the average four bedroom home has approximately 2,535 square feet. This translates into approximately 537 square feet per occupant in three bedroom homes and~~

approximately 667 square feet in four bedroom homes or an average of approximately 600 square feet per occupant. This factor should be used in developing the impact fee on a square footage basis.

Allocating the \$525 per capita recreational facilities cost to the 600 square foot per occupant factor results in a recreational facilities impact fee of \$0.87 per square foot. Allocating the \$294 per capital open space acquisition cost to the 600 square foot per occupant factor results in an acquisition impact fee of \$0.49 per square foot. The combined impact fee should therefore be \$1.36 per square foot of gross area of new residential construction to cover the cost of providing recreational facilities and acquiring open space to meet the needs generated by new residents of Cumberland.

6. **Handling and Use of the Fee:** The two portions of the fee should be accounted for separately and should be credited to the appropriate impact fee account and used for the purposes set forth in the ordinance.

[Adopted June 28, 2001, effective June 28, 2001, **Amended**]

Town of Cumberland

Sample Impact Fee Amounts

Gross Floor Area (GFA)	Fee Amount (GFA – 500 sf X \$1.36 \$1.09 per sq. ft.)
1,000 sf	\$680 \$545
1,548 sf (average home in Small's Brook)	\$1,425 \$1,182
1,827 sf (average 3 bedroom home in Cumberland)	\$1,804 \$1,446
2,000 sf	\$2,040 \$1,635
2,535 2,739 sf (average 4 bedroom home in Cumberland)	\$2,768 \$2,441
3,000 sf	\$3,400 \$2,725
4,000 sf	\$4,760 \$3,815
5,000 sf	\$6,120 \$4,905

IMPACT FEE INSTRUCTION SHEET

for the

RECREATIONAL FACILITIES AND OPEN SPACE IMPACT FEE ORDINANCE OF THE TOWN OF CUMBERLAND, MAINE

1. Using dimensioned building plans provided by the applicant, calculate the Gross Floor Area in accordance with the following definition as found in the "Recreational Facilities and Open Space Impact Fee Ordinance of the Town of Cumberland, Maine"

Gross floor area shall include the entire floor area of each floor measured from the outside of exterior walls, and shall include all interior partitions and spaces whether finished or not, but shall exclude basements, garages, unheated porches and any portion of a room or attic with sloping ceilings measuring less than five (5) feet from floor to ceiling.

2. To aid the gross floor area calculation, you may choose to sketch out and dimension the floor plan for each floor of the proposed structure, excluding the basement level, on the reverse side of this sheet.
3. To the gross floor area as calculated in accordance with the definition above and expressed in square feet, apply the following formula:

$$\begin{aligned} & [\text{Gross Floor Area} - 500 \text{ square feet}] \times [\$0.87 \text{ } \color{red}{\$1.09} \text{ per square foot}] && (\text{recreation fee amount}) \\ + & \cancel{[\text{Gross Floor Area} - 500 \text{ square feet}] \times \$0.49 \text{ per square foot}} && \cancel{(\text{open space fee amount})} \\ = & \text{Total Impact Fee*} \end{aligned}$$

*** Please show this calculation on the "Impact Fee Information and Calculation Sheet"**

4. This fee amount is due to the Code Enforcement Officer prior to the granting of any building permit for a residential use in the Town of Cumberland.

<p style="text-align: center;"><i>Town of Cumberland</i></p> <p style="text-align: center;">Residential Impact Fee Information and Calculation Sheet</p>		IMPACT FEE #:
		DATE RECEIVED:
		TIME RECEIVED:
		RECEIVED BY:
APPLICANT:	APPLICANT ADDRESS:	APPLICANT PHONE #:
PROPERTY OWNER:	PROPERTY OWNER ADDRESS:	PROPERTY OWNER PHONE#:
LOCATION / PROPERTY ADDRESS:	TAX MAP & LOT #:	EXEMPTIONS IF ANY:
PROJECT DESCRIPTION:		
IMPACT FEE CALCULATION		
TOTAL AMOUNT OF IMPACT FEE ASSESSED:		
I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF:		
SIGNATURE OF APPLICANT:		DATE:

ITEM

12-038

To set a Public Hearing date (March 26th) to consider and act on adoption of the FY'13 Municipal Budget.

There are no materials for this item

Building Permit Report - Calendar Year

Building Permit Report	Feb-08	Feb-09	Feb-10	Feb-11	Feb-12
MTD - Construction Dollar Amount	\$1,290,050.00	\$329,000.00	\$500,910.00	\$196,150.00	\$257,000.00
MTD - Number of Permits	13	7	12	6	7
MTD - Permit Fees	\$4,993.05	\$1,528.65	\$2,749.05	\$1,055.50	\$992.28
YTD - Construction Dollar Amount	\$1,592,111.43	\$712,500.00	\$991,410.00	\$345,357.00	\$1,050,000.00
YTD - Number of Permits	22	13	20	13	18
YTD - Permit Fees	\$6,008.85	\$3,199.90	\$5,077.34	\$2,094.50	\$5,681.78

Master Summary Report

Monthly Building Permits			
		Start Date:	2/1/2012
		End Date:	2/29/2012
Deck	1	\$3,000.00	\$25.00
Foundation	2	\$181,000.00	\$217.28
Renovation	4	\$73,000.00	\$750.00
Totals	7	\$257,000.00	\$992.28

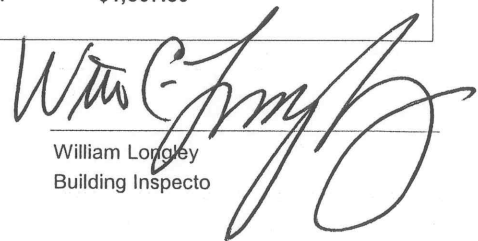
YTD Building Permits			
Addition	1	\$16,000.00	\$0.00
Commercial	2	\$90,000.00	\$700.00
Deck	1	\$3,000.00	\$25.00
Foundation	2	\$181,000.00	\$217.28
House	2	\$505,000.00	\$1,749.50
Renovation	9	\$255,000.00	\$2,840.00
SHORELAND	1	\$0.00	\$150.00
	18	\$1,050,000.00	\$5,681.78

Electrical Permits for dates between 02/01/12 and 02/29/12	
Count	Fee
6	\$250.00

YTD Electrical Permits	
Count	Fee
23	\$1,847.80

Plumbing Permits for dates between 02/01/12 and 02/29/12	
Count	Fee
5	\$460.00

YTD Plumbing Permits	
Count	Fee
17	\$1,867.50


 William Longley
 Building Inspector

Building Permits

Start Date:

2/1/2012

End Date:

2/29/2012

Date	Permit	Map/Lot	Owner	Location	Imprvmnt	Est Cost	Fee
2/21/2012	12-012	U10 / 7B 1	D.A.BRACKETT &	3 ACADIA LANE	Foundation	\$170,000.00	\$89.60
2/21/2012	12-013	U11 / 34	DENNO DALE J	275 MAIN STRE	Renovation	\$15,000.00	\$150.00
2/21/2012	12-014	U05 / 13A	HEMOND ALPHO	103 FORESIDE	Renovation	\$50,000.00	\$500.00
2/21/2012	12-015	R06 / 17	LUKENS DANA	394 GREELY R	Renovation	\$4,000.00	\$50.00
2/21/2012	12-016	R06 / 17	LUKENS DANA	394 GREELY R	Deck	\$3,000.00	\$25.00
2/21/2012	12-017	U03 / 9	THORPE CATHE	4 SEA COVE R	Renovation	\$4,000.00	\$50.00
2/23/2012	12-018	U10 / 7 B -	D.A. BRACKETT	6 ACADIA LANE	Foundation	\$11,000.00	\$127.68
						\$257,000.00	\$992.28

Electrical Permits

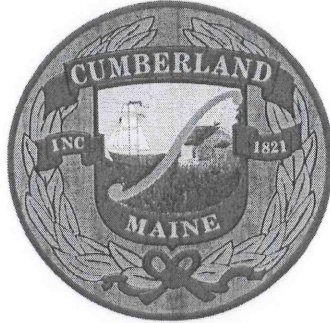
<i>Date Permit</i>	<i>Owner</i>	<i>Location</i>	<i>Est Cost</i>	<i>Fee</i>
2/2/2012 018-12	BBW REAL ESTATE	62 U S ROUTE ONE	\$0.00	\$50.00
2/13/2012 019-12	SWIHART SUSANN	16 TOWN LANDING	\$0.00	\$50.00
2/21/2012 020-12	DENNO DALE J	275 MAIN STREET	\$0.00	\$50.00
2/21/2012 021-12	TOWN OF CUMBER	60 VAL HALLA ROA	\$0.00	\$0.00
2/21/2012 022-12	THORPE CATHERI	4 SEA COVE ROAD	\$0.00	\$50.00
2/27/2012 023-12	WATERHOUSE RO	42 SHAW FARM RO	\$0.00	\$50.00
		6	\$0.00	\$250.00

PLUMBING PERMITS

Permit ID	Date Issued	Owner	Location	Description	Plummer	Permit Type	Est. Cost	Fee
49089	2/14/2012	DENNO DALE J	275 MAIN STREET			Internal	\$0.00	\$40.00
4909	2/16/2012	THORPE CATHERINE	4 SEA COVE ROAD		Michaud	Internal	\$0.00	\$40.00
4910	2/16/2012	LEE DONALD	30 HIDEWAY LANE		Mark O'Brien	Internal	\$0.00	\$210.00
4911	2/16/2012	GRAIVER HOMES, LLC	40 AUTUMN RIDGE ROA		Mark McPherson	Internal	\$0.00	\$120.00
S12-001	2/21/2012	D.A.BRACKETT & COMP	3 ACADIA LANE			SEWER	\$0.00	\$50.00

Tuesday, March 06, 2012

WORKSHOP



**Town of Cumberland
Town Council Workshop Agenda
Crossing Brook Silent Second Mortgages
March 12, 2012
6:00 PM
Council Chambers**

- I. Introduction**
- II. Endorsing payment of interest accrued at any time**
- III. Additional CZA language releasing early payers from affordability covenant**
- IV. Other topics**
- V. Adjournment**

Alex Kimball

To: Michael Perfetti; Steve Moriarty
Subject: 3rd Workshop for SSM's

Hello Mike and Steve,

At our last workshop, it seemed that we were able to cover the first 3 items acceptably. Those items were:

- Capping interest accrued at 20 years
- Allowance of rentals for a two-year period
- Endorsing payment of principal and interest at any time

This will leave two more items.

- Endorsing payment of interest accrued at any time
- Additional CZA language releasing early payers from affordability covenant

As a result, this should only take ½ hour, and we will start at 6:30.

Thank you,

*Alex Kimball
Finance Director
Town of Cumberland
207-829-2205 x303*

DRAFT

CZA language relating to early payments:

Proposed Additional Amendment to Second Amended Contract Zoning Agreement by and between the TOWN OF CUMBERLAND and GEORGE R. RICKLEY, relating to the Small's Brook Crossing Subdivision:

In order to clarify that when a homeowner voluntarily pays-off the underlying silent second mortgage with accrued interest, the affordability covenant of the Contract Zoning Agreement will no longer apply to the particular homeowner's parcel, an additional amendment to the Contract Zoning Agreement is required. Article III of the Contract Zoning Agreement specifies that the parties have agreed to reserve the affordable status of the lots and sets forth a definition of affordability. That Article does not deal with the silent second note and mortgage, which are included in Article IV. Therefore, even if the silent second note and mortgage in Article IV is paid off, the affordability covenant in Article III of the Contract Zoning Agreement continues to apply, with the narrow exception that in the event an owner resold their property to a non-affordable buyer after complying with all the requirements of the Contract Zoning Agreement in terms of attempting to continue affordability, in that event and in that event only, the Contract Zoning Agreement provides that "in the event of the payment and discharge of the Town's second mortgage, the property would no longer be considered eligible for purchase as "affordable housing" under the then existing guidelines."

The above quoted language releases lots sold to non-affordable buyers and those lots only from the affordability covenant and as noted, only is applicable following compliance with the requirements to attempt to sell to an affordable purchaser. In order to delete that requirement altogether, in the event a current owner wishes to pay-off the silent second mortgage and note with accrued interest without actually selling to a non-affordable purchaser, it is necessary to provide at the very end of Article IV, a new paragraph as follows:

"As to lots subject to the second mortgage and note running to the Town specified herein, either the initial owner or any subsequent owner, who has assumed said note and mortgage, may pay-off that note in full with accrued interest at anytime, in which event, the Town will discharge its second mortgage and the property so encumbered will be released from the lien of the mortgage and from the affordability covenant of this Contract Zoning Agreement."

DRAFT

SECOND AMENDED CONTRACT ZONING AGREEMENT

BY AND BETWEEN THE TOWN OF CUMBERLAND
AND

GEORGE R. RICKLEY

RELATING TO THE SMALL'S BROOK CROSSING SUBDIVISION
TUTTLE ROAD, CUMBERLAND, MAINE

53725
This Second Amended Contract Zoning Agreement is entered into this 21st day of October, 1991 by and between the Town of Cumberland, a municipal corporation, and George R. Rickley of Cumberland, Maine pursuant to the Conditional and Contract Rezoning Provisions set forth in 30-A M.R.S.A. § 4352 and Section 606 of the Cumberland Zoning Ordinance (as amended through 1990).

WHEREAS, the Town of Cumberland (the "Town") and George R. Rickley ("Rickley"), both desire to develop a single family residential "affordable housing" project; and

WHEREAS, Rickley has presented to the Town a proposal for the development and construction of a residential subdivision consisting of 49 individual single family residential houses located off the Tuttle Road, on approximately 51.47 acres, of which approximately 33 acres shall be deeded to the Town as open spaces, or limited by a Conservation Easement in favor of the Town; and

WHEREAS, Rickley proposes that each house so constructed and sold in the said subdivision shall have a cash purchase price that qualifies such house and lot as "affordable housing" within the guidelines established by the U.S. Department of Housing and Urban Development, in that the persons eligible to purchase such housing will be those whose annual income(s) falls within the parameters of any applicable guidelines for "affordability", and, in any event, does not exceed 140% of the median family income for the Portland metropolitan statistical area; and

WHEREAS, in order for the development to be financially feasible for the construction and sale of single family homes meeting all applicable codes within the price range and guidelines for "affordability" as set forth above, certain amendments with respect to density, setbacks, road lengths and certain other performance standards of the Cumberland Zoning Ordinance will be required; and

WHEREAS, the Cumberland Town Council has, prior hereto, allocated a sufficient number of sewer permits to Rickley's project on the condition that such sewer permits be utilized for the construction of "affordable housing"; and

WHEREAS, on December 18, 1989 the Cumberland Town Council voted to request the Cumberland Planning Board to review

Rickley's subdivision proposal with a view to satisfactory compliance with the Subdivision Standards as set forth in the Cumberland Subdivision Ordinance for Major Subdivisions; and

WHEREAS, on February 20, 1990 the Cumberland Planning Board voted to grant preliminary approval of the proposed subdivision subject to certain conditions and further subject to the agreement with the Cumberland Town Council permitting certain zoning provisions necessary to accommodate the development on the Rickley site;

WHEREAS, the Town and Rickley entered into an Amended Contract Zoning Agreement dated September 12, 1990 and recorded in the Cumberland County Registry of Deeds in Book 9372, page 144;

WHEREAS, the Town and Rickley wish to amend certain terms and provisions of the Amended Contract Zoning Agreement and restate such Agreement in its entirety; and

WHEREAS, the Cumberland Town Council is willing to enter into this Second Amended Contract Zoning Agreement with Rickley subject to the terms and conditions set forth herein;

NOW THEREFORE, pursuant to the provisions of 30-A M.R.S.A. § 4352(8) and Section 606 of the Cumberland Zoning Ordinance (as amended), the Cumberland Town Council hereby finds that the following Agreement:

- A) is consistent with the Comprehensive Plan for local growth management duly adopted by the Town of Cumberland on May 15, 1989; and
- B) establishes a contract zone area consistent with the existing and permitted uses in the original zone of the area involved; and
- C) only includes conditions and restrictions which relate to the physical development and future operation of the proposed development; and
- D) imposes those conditions and restrictions which are necessary and appropriate for the protection of the public health, safety and general welfare of the Town of Cumberland.

The parties agree as follows:

I. Establishment of the Contract Zone:

The Town hereby agrees that that certain area of approximately 51.47 acres shown on a plan of land entitled "Small's Brook Crossing" prepared by Land Use Consultants, Inc., for Casco Partners, Inc., dated October 14, 1991, and recorded in the Cumberland County Registry of Deeds in Plan Book 191, Page 150 (the "Plan"), shall be a Contract Zone pursuant to the provisions of 30-A § M.R.S.A. 4352(8) and Section 606 of the Cumberland Zoning Ordinance.

II. Permitted Use Within The Contract Zone:

The development permitted within the Contract Zone established in paragraph I above shall be as follows:

- A) The construction of not more than 49 single family residential houses on individual house lots, each of which lots must contain not less than 10,000 square feet.
- B) That approximately 33 acres of the total site will be deeded to the Town as open space (or that a Conservation Easement on such area will be granted to the Town in accordance with the provisions of 38 M.R.S.A. § 476, at the Town's election); that the Town have the option to grant an easement, in form and content satisfactory to the Town, to the Cumberland Mainland and Island Land Trust (the "Land Trust") to encumber all or a portion of the open space; and that Rickley or his assignee grant to the Town an easement to encumber a portion of Lots 1-11 and designated as the "Town Easement" on the Plan.
- C) That the layout and overall plan of the development will be substantially as that shown on the Plan.
- D) That the setback provisions relating to each single family residential lot shall be as follows:
 - Front yard setback not less than 25 feet.
 - Side yard setback not less than 10 feet.
 - Rear yard setback not less than 50 feet.
- E) That the minimum frontage on the street providing access to said lot shall be 75 feet.
- F) That the length of the cul-de-sac road serving the subdivision be not more than 2,500 feet, and that the road right-of-way be established at 50 feet in width, with a paved width of 20 feet with attached four foot paved shoulder.

on an adjoining tract or parcel, shall be no less than 20 feet irrespective of the height of either of the buildings.

H) That there shall be no variances from the Cumberland zoning ordinance granted to any lot owner beyond those expressly set forth herein.

Subject to the foregoing, the Cumberland Planning Board shall have review authority under the applicable provisions of the Cumberland Subdivision Zoning and Ordinances to impose reasonable conditions of approval relating to the development and construction of the project.

III. Definition of "Affordability"

The parties agree that, in order to preserve the status of the houses sold in the development as "affordable" as that term may be defined from time to time, the following shall apply:

1. The Town hereby determines that the standard for "affordability" shall be set as up to 140% of the median family income (as may be determined by the U.S. Department of Housing and Urban Development or its designees from time to time), in and for the Portland metropolitan statistical area (the "Portland MSA"), provided, however, that for purposes of participation in any "affordable housing" programs that may be available through conventional lending programs such as "Fannie Mae" and "Freddie Mac", the standard for "affordability" shall be set as 120% of the median family income for a family of four in the Town of Cumberland, Maine. Further, Rickley agrees that one-quarter (1/4) of the homes sold initially shall be available to persons at or below 125% of the median family income in and for the Portland MSA.

2. Affordability shall also be measured by family assets, defined as a combination of cash, checking and savings account balances, certificates of deposit, vested retirement accounts, stocks, bonds and any other asset capable of liquidation including real estate, less any liabilities. Up to \$100,000 of assets shall be permitted for families earning up to 75% of median family income in the Portland MSA; up to \$85,000 of assets shall be permitted for families earning up to 100% of median family income in the Portland MSA; up to \$55,000 of assets shall be permitted for families earning up to 125% of median family income in the Portland MSA; and up to \$30,000 of assets shall be permitted for families earning up to 140% of median family income in the Portland MSA.

3. The Town of Cumberland shall, either through its own municipal officers or through an agency authorized and empowered by the Town to act in behalf of the Town, establish, monitor, and act as the approving entity in the selection of eligible and qualified purchasers who are qualified to purchase the homes in the subdivision which are subject to the "affordability" guidelines. For those who comply with the "affordability" guidelines in subsection 1 and 2 above, additional preference will be given in the following order:

(a) Residents of the Town of Cumberland for at least the preceding year.

(b) Applicants with the least median family income for the Portland MSA who are otherwise eligible.

(c) Applicants who were residents of the Town of Cumberland within the past 15 years.

(d) Current Municipal or S.A.D. 51 employees.

(e) Elderly or senior citizens as defined by Maine State Housing Authority regulations.

(f) Immediate family (defined as children, parents or siblings) of residents of the Town of Cumberland for at least the preceding year.

IV. Preservation of "Affordability" - Granting Of A Second Mortgage In Favor Of The Town:

1. The initial sale of each home in the development shall be to a "qualified purchaser", as selected as set forth above by the Town of Cumberland or its agent.

2. At the time of the initial sale of each home in the development, the fair-market value of such home shall be determined by an independent appraiser satisfactory to the parties, said appraisal to be paid for by Rickley. The Town of Cumberland will be granted a second mortgage by the purchaser of the home in an amount equal to the difference between the cash selling price of the home and the fair-market value established by such appraisal. The purchaser shall grant a second mortgage and note to the Town for such amount. The parties agree that the minimum amount of any such second mortgage shall be \$20,000. Such note and mortgage shall be non-assignable by the Town.

3. The second mortgage and note shall contain the following essential terms:

~~Interest rate.~~ The note will bear interest at a simple annual rate of four (4%) percent, or at the annual rate of inflation as set forth in the Consumer Price Index for Urban Wage Earners and Clerical Workers issued by the United States Bureau of Labor Statistics for the Portland, Maine area, or area which encompasses Portland, Maine or encompasses the area closest to Portland, Maine (or a comparable statistic based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency, as may be agreed between the parties), whichever is greater. Interest will accumulate annually. No payments would be due on account of such interest or inflation value until the events specified in the next following subparagraph.

- (a) Interest rate: The Note will bear interest at a simple annual rate of four percent (4%), which will accumulate annually except that said accumulation shall terminate after twenty (20) years as to any owner of a lot at Small's Brook, who has continuously resided in the home constructed as his principal residence for said 20-year period.
- (b) Payment of Note and Mortgage: In the event that the purchaser of the house desires to sell the property, the property shall be first offered to the pool of qualified purchasers established pursuant to the provisions of paragraph III (2) above. The purchasers in such pool shall have the first right to purchase the property, subject to reasonable procedures relating to order of priority as may be established by the Town or its designee. The purchase price for the property shall be the price negotiated in an arms-length transaction between the parties, less the then amount of the Cumberland mortgage (including accrued interest). In the event that the property is purchased by a "qualified purchaser" as defined above, the Cumberland mortgage shall be assumed in accordance with its terms and shall be subordinated to any new purchase money financing, such subordination to be only once for each qualified purchaser and only to the extent of the purchase money financing. The seller of the property will realize any net proceeds from the sale of the property over and above the payment of the existing first mortgage and the then amount of Cumberland mortgage (including accrued interest).
- (c) Principal Residence. Any purchaser of a house shall represent and warrant that he will occupy the house as his principal residence and that the house will not be used as an investment property. The houses at Small's Brook may be rented once for up to a two (2) year period during the ownership thereof based on approval by the Town Manager on an application by the owner documenting in a manner satisfactory to the Town Manager in his sole discretion that said owner is unable to continue to reside thereat.
- (d) Default. Upon default under the note and mortgage by a purchaser, the note and mortgage shall become due and payable. The term "default" as used in this Agreement includes but is not limited to a purchaser's violation of a term or terms of the second mortgage and note.

After each initial sale, in the event that no qualified purchaser exists or indicates a desire to purchase the property at its fair market value by entering into a purchase and sale

agreement within 120 days of the date the property was first placed upon the market (should any such contract fall through, an additional 60 days from that date, or the remainder of the 120 days, whichever is longer, shall be given to find a new affordable buyer), the property may be sold on the open market at whatever dollar value it may bring, except that the Town shall have a right of first refusal based on the price as determined in any such arms-length open market sale, which right must be exercised within 14 days of notification of such a contract to the Town. In the event the Town does not exercise its option and the property is sold, the Cumberland mortgage will be payable in full to the Town at closing. If the selling price is not sufficient to discharge the mortgage in full, the Town will receive the full net proceeds of sale in full satisfaction of the note and mortgage. If the proceeds of sale are in excess of the amounts necessary to discharge the Cumberland mortgage in full, the seller will be entitled to such net proceeds. The cash proceeds paid to the Town at any such closing shall be dedicated to any purpose deemed appropriate by the Cumberland Town Council. In the event of the payment and discharge of the Town's second mortgage, the property would no longer be considered eligible for purchase as "affordable housing" under the then existing guidelines.

It is understood that the first mortgage financing for the properties in all likelihood will include conventional residential loans by various local banking institutions, which notes and mortgages may be sold to the secondary market including the markets commonly known as "Fannie Mae" and Freddie Mac". In accordance with the applicable guidelines which may be imposed by those institutions from time to time, the Town agrees, that in the event of any foreclosure of a first mortgage by the then holder thereof, unless the Town shall purchase or redeem such mortgage in full upon such foreclosure, then the Town, in its capacity as mortgagee, shall have no right or claim upon the property or the disposition thereof, other than its rights as the holder of a valid second mortgage and as entitled to distribution of net proceeds (if any) following a foreclosure sale, in accordance with the then applicable laws of the State of Maine; provided, however, that the foregoing shall in no way affect the Town's priority over all other claims on real estate for purposes of real and personal property taxation pursuant to M.R.S.A. §552.

As to lots subject to the second mortgage and note running to the Town specified herein, either the initial owner or any subsequent owner, who has assumed said note and mortgage, may pay-off that note in full with accrued interest at any time, in which event, the Town will discharge its second mortgage and the property so encumbered will be released from the lien of the mortgage and the property so encumbered will be released from the lien of the mortgage and from the affordability covenant of this Contract Zoning Agreement.

V. Miscellaneous Provisions:

1. Survival Clause: The terms and conditions of the agreement shall be binding upon and shall insure to the benefit of the respective successors, heirs and assigns of the parties hereto except as specifically set forth herein. A true copy of this agreement shall be recorded in the Cumberland County

Registry of Deeds. It is specifically contemplated that Rickley shall assign his rights and obligations hereunder to a development corporation primarily owned and controlled by him. However, Rickley shall not assign his rights and obligations hereunder without the prior written consent of the Town, which consent shall not be unreasonably withheld or delayed.

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

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

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

5. Bankruptcy: Except as set forth below, if Rickley or a development corporation primarily owned and controlled by him to which he has assigned his rights and obligations hereunder should be adjudged a bankrupt, or should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of his or its insolvency, then this Agreement shall be null and void and neither Rickley nor his assignees shall be entitled to any sewer use permits for the Contract Zone property or the benefits of this Agreement. Notwithstanding the foregoing, the Town agrees that this Agreement shall not be deemed null and void upon the occurrence of any of the foregoing events provided that any mortgagee (or any such mortgagee's designee or agent) then takes over and continues with the development of the project in accordance with this Agreement. The Town further agrees that upon the occurrence of any of the foregoing events, or upon default by Rickley (or a development corporation primarily owned and controlled by him to which he has assigned his rights and obligations hereunder) under this Agreement or under any other document or agreement which affects the project or the subdivision, any such mortgagee (or any such mortgagee's designee or agent) who assumes the rights, benefits

and obligations of this Agreement shall be entitled to any sewer use permits for the Contract Zone property.

6. Approvals: The parties to this agreement specifically contemplate that Rickley or a development corporation primarily owned and controlled by him to which he has assigned his rights and obligations hereunder shall obtain all necessary State and local approvals for the construction of the single-family residential affordable housing project that is proposed for said Contract Zone, and agree that failure to obtain such approvals shall render this Agreement null and void, and that in such event neither Rickley nor his assignee shall be entitled to any sewer use permits for the Contract Zone property or the benefits of this Agreement.

7. Release: At the time of sale of each dwelling to the initial purchaser, the Town shall release its rights hereunder by joining in the deed for the limited purpose of indicating that all necessary local approvals have been obtained for that dwelling and that the sale is in compliance herewith.

8. Minimum Specifications: Rickley agrees that the affordable housing to be built in the Contract Zone under this Agreement shall contain a total floor area, which area shall include all floor area of the dwelling except for the basement, of (i) with respect to the "cape" design, at least 1400 square feet but no more than 1500 square feet, (ii) with respect to the "colonial" design, at least 1550 square feet but no more than 1625 square feet, (iii) with respect to the "ranch" design, at least 1100 square feet but no more than 1225 square feet, and (iv) with respect to the "split-level" design, at least 1000 square feet but no more than 2050 (including purchaser's addition options) square feet. Only detached, single-family housing shall be constructed, and each such detached, single-family home shall be built with a pitched roof upon a full foundation and shall be of wood frame construction, using 2" x 6" framing and shall comply in all respects with the Town's building code and MSHA, FNMA, FMNA, and/or VA specifications.

9. Binding Covenants: The above-stated restrictions, provisions, and conditions are an essential part of this contract and shall run with the subject premises, shall bind the Owner, his heirs and assigns of said property or any part thereof or any interest therein, and any party in possession or occupancy of said property or any part thereof, and shall inure to the benefit of and be enforceable by, the Town of Cumberland, by and through its duly authorized representatives.

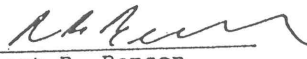
10. Severability: In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or

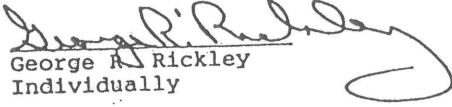
clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be deemed to be valid and in full force and effect, and the terms of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

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

TOWN OF CUMBERLAND

By:

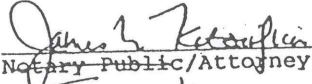

Robert B. Benson
Its: Town Manager


George A. Rickley
Individually

STATE OF MAINE
Cumberland, Maine

October 21, 1991

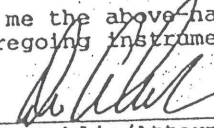
Personally appeared before me the above-named Robert B. Benson, Town Manager of said Town of Cumberland duly authorized, and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said Town of Cumberland.


Notary Public/Attorney-at-law
JAMES B. KATSI FELIS

STATE OF MAINE
Cumberland, Maine

October 21, 1991

Personally appeared before me the above-named George R. Rickley and acknowledged the foregoing instrument to be his free act and deed.


Notary Public/Attorney-at-law
Drew A. Hudson

G:\G\KRA01\ZON-ZAGH.AMD

Recorded
Cumberland County
Registry of Deeds
10/23/91 02:10:04PM
Robert P. Titcomb
Register

NEW BUSINESS

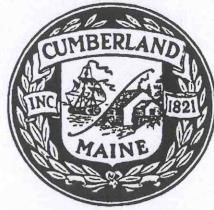
03/08/2012
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TOWN OF CUMBERLAND
HISTORICAL ACTUALS COMPARISON REPORT

PAGE 1
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FOR PERIOD 08 OF 2012

ACCOUNTS FOR:		PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV
001 General Fund		ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET
130 Administration		316,233.92	317,814.25	312,481.08	343,561.27	446,771.00
140 Assessor		86,556.56	84,702.01	95,183.19	103,973.60	64,823.00
150 Town Clerk-HR-Tax Collector		198,760.84	187,687.91	149,963.54	114,782.51	231,891.00
160 Technology		129,188.14	113,934.39	122,712.67	135,991.26	159,109.00
165 Elections		16,590.80	5,852.48	6,096.53	2,769.68	17,949.00
170 Planning Board		52,362.71	51,334.09	42,006.70	38,998.51	58,300.00
190 Legal		18,768.25	41,450.16	27,173.02	18,614.75	40,000.00
210 Police		650,859.99	682,750.30	635,877.86	722,535.70	1,009,608.00
220 Fire		265,580.63	482,556.93	500,183.55	489,272.44	740,897.00
230 Rescue		367,722.60	144.88	-66.06	.00	.00
240 Code Enforcement		40,656.83	29,093.11	36,950.25	38,294.62	81,189.00
260 Canine Control		27,039.41	29,791.95	28,185.71	23,843.55	34,084.00
310 Public Works		631,135.58	622,248.42	597,921.09	657,250.39	879,155.00
320 Waste Disposal		508,202.26	484,939.76	424,929.58	394,958.17	678,010.00
410 Recreation		376,123.15	353,017.16	354,610.24	405,951.54	461,776.00
430 Parks		144,352.70	133,604.65	111,534.91	103,689.38	187,552.00
440 West Cumberland Rec		5,048.94	5,783.41	5,009.91	4,977.13	8,914.00
450 Library		253,574.66	247,497.48	233,753.81	237,338.08	363,875.00
580 General Assistance		15,480.38	29,428.72	19,212.60	18,991.31	30,000.00
590 Health Services		2,562.07	8,653.36	4,153.36	6,153.37	8,952.00
620 Cemetary Association		25,130.00	25,179.98	24,277.50	22,195.00	22,500.00
630 Conservation Commission		1,500.00	.00	1,956.00	.00	3,000.00
650 Debt Service		382,338.92	442,323.67	728,878.45	661,834.82	951,583.00
750 Insurance		208,520.45	234,247.83	241,434.94	233,348.88	263,275.00
800 Fire Hydrants		34,163.54	34,778.07	36,517.87	37,212.45	59,000.00
810 Street Lighting		19,335.37	28,110.49	21,416.08	21,733.37	35,000.00
830 Contingent		4,259.03	35,932.22	7,710.00	5,760.23	10,000.00
840 Municipal Building		76,124.40	102,667.95	107,937.57	109,503.25	172,903.00
850 Abateements		18,322.48	.00	13,997.03	4,531.23	10,000.00
860 MSAD #51		6,906,002.88	7,282,017.06	7,875,424.64	8,224,908.88	12,354,475.31
890 County Tax		588,870.00	615,032.00	600,901.00	601,242.00	601,242.00
910 Capital Imp. Plan		420,000.00	532,538.00	333,485.00	333,485.00	333,485.00
TOTAL General Fund		12,791,367.49	13,245,112.69	13,701,809.62	14,117,702.37	20,319,318.31
TOTAL EXPENSES		12,791,367.49	13,245,112.69	13,701,809.62	14,117,702.37	20,319,318.31
GRAND TOTAL		12,791,367.49	13,245,112.69	13,701,809.62	14,117,702.37	20,319,318.31



Cumberland Town Council Meeting
Monday, March 12, 2012
6:00 Workshop
7:00 p.m. Call to Order

The Cumberland Town Council will hold a Workshop at 6:00 p.m. re: Small Brook Crossing Silent Second Mortgage, and its regular meeting at 7:00 p.m. on Monday, March 12, 2012, in the Town Council Chambers. An opportunity for public comment will be provided.

The following items will receive a public hearing:

- To hold a Public Hearing to consider and act on a Class I Liquor License, Special Amusement Permit, and Auxiliary Mobile Golf Cart License for Rachel's on The Green at Val Halla, for the period of April 2012 - April 2013.
- To hold a Public Hearing to consider and act on a Mass Gathering Permit for a Boys Lacrosse Jamboree to be held at Twin Brook Recreation Facility on May 5th from 8:00 a.m. - 5:00 p.m.
- To hold a Public Hearing to consider and act on a Mass Gathering Permit for a Girls Lacrosse Round Robin to be held at Twin Brook Recreation Facility June 2nd from 8:00 a.m. - 5:00 p.m.
- To send to the Planning Board for a Public Hearing and recommendation, amendments to the Contract Zone Agreement for Small Brook Crossing.
TABLED 2-27-12
- To reappoint William Longley as Code Enforcement Officer and Plumbing Inspector.
- To set a Public Hearing date (March 26th) to consider and act on draft zoning amendments to Section 104.140 (definition of Self Storage Facilities), to include design standards, as recommended by the Planning Board.
- To set a Public Hearing date (March 26th) to consider and act on draft zoning amendments to Section 420 (Self Storage Facility), to require internal access to units and limit external garage doors to one standard door on the front of building facing the road and no more than two overhead doors on the remainder of the building, as recommended by the Planning board.
- To set a Public Hearing date (March 26th) to consider and act on draft zoning amendments to Section 204.14.1.13 (Industrial District) (Self-Storage Facilities), to add; subject to the provisions of Section 420, as recommended by the Planning Board.
- To set a Public Hearing date (March 26th) to consider and act on draft amendments to the Site Plan Ordinance to include a definition of "Total Building Area," as recommended by the Planning Board.
- To set a Public Hearing date (March 26th) to consider and act on draft amendments to the Route 100 Design Standards to add Section 2.1.5 (Overhead Doors), as recommended by the Planning Board.
- To set a Public Hearing date (March 26th) to consider and act on draft zoning amendments to the Growth & Impact Fee Ordinance, as recommended by the Planning Board.
- To set a Public Hearing date (March 26th) to consider and act on adoption of the FY'13 Municipal Budget.

Please refer to the town's website: www.cumberlandmaine.com for a complete agenda.