

**AGENDA**  
Cumberland Town Council Meeting  
Town Council Chambers  
**MONDAY, June 18, 2012**  
**5:30 Nominating Committee**  
**6:00 p.m. Workshop**  
**7:00 p.m. Call to Order**

**6:00 P.M. WORKSHOP** re: Discussion of Contract Zone Agreements for Route 100 properties.

**I. CALL TO ORDER**

**II. APPROVAL OF MINUTES**  
June 4, 2012

**III. MANAGER'S REPORT**

**IV. PUBLIC DISCUSSION**

**V. LEGISLATION AND POLICY**

**12 – 093** To swear in newly elected Town Councilors.

**12 – 094** Election of Council Chair and Vice-Chair.

**12 – 095** To hold a Public Hearing to consider and act on draft amendments to the Contract Zone Agreement for Small's Brook Crossing, as recommended by the Planning Board.

**12 – 096** To hear a report from the Finance Committee Chair and to authorize the Town Manager to transfer inter-departmental operating funds for FY'12.

**12 – 097** To authorize the Town Manager to execute a Tax Anticipation Note with Bath Savings Institution for FY'13 at an interest rate of .78% and a total of \$2,750,000.00.

**12 – 098** To consider and act on Commercial Hauler's license renewals for FY'13.

**12 – 099** To hear a report from the Ordinance Committee re: Contract Zone Agreements for Telos Capital, LLC and Walnut Hill, Inc. for two affordable housing projects on Route 100.

**12 – 100** To consider and act on amendments to the Victualer's License Ordinance as recommended by the Ordinance Committee.

**12 – 101** To set a Public Hearing date (July 9<sup>th</sup>) to consider and act on a Mass Gathering Permit for the Maine Principals Association High School Class A, B & C Regional Cross Country Championships to be held on Saturday, October 20<sup>th</sup> from 9:00 a.m. to 3:00 p.m. at Twin Brook Recreation Facility.

**12 – 102** To set a Public Hearing date (July 9<sup>th</sup>) to consider and act on a Mass Gathering Permit for the New England High School Athletic Council Cross Country Championships to be held on Saturday, November 10<sup>th</sup> from 9:00 a.m. to 3:00 p.m. at Twin Brook Recreation Facility.

**12 – 103** To accept donations on behalf of the Fire Department in memory of William Lyford and Beatrice Burnell in the amount of \$320.00 to be used to purchase equipment.

**12 – 104** FY'13 Town Council Committee Assignments.

**12 – 105** To appoint members to various Boards/Committees.

**12 – 106** To consider and act on cancelling the June 25<sup>th</sup> Town Council meeting.

**VI. NEW BUSINESS**

**VII. ADJOURNMENT**



# MOTIONS

# MOTIONS

**12 - 093**     **No action necessary.**

**12 - 094**     **After nominations:**

**I move to elect** Councilor \_\_\_\_\_ **as Town Council Chair.**

**I move to elect** Councilor \_\_\_\_\_ **as Town Council Vice-Chair.**

**12 - 095**     **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 the owners may pay off that mortgage voluntarily and be relieved from the affordability covenants; and (c) allowing a short-term rental.

**12 - 096**     **I move the authorize** the Town Manager to make interdepartmental fund transfers between Departments to close-out the FY 2012 budget.

**I move to authorize** the Town Manager to transfer end of year fund balance to the following accounts:

Twin Brook Fund	\$ 231,369
Senior Circuit Breaker Fund	\$ 75,000
Road Improvement Fund	\$ 95,000
Equipment Reserve Fund	\$ 150,000
Val Halla	\$ 58,000
General Fund	\$ 80,000 plus any additional end of year fund balance

**12 - 097**     **I move to authorize** the Town Manager to execute a Tax Anticipation Note with Bath Savings Institution for FY'13 at an interest rate of .78% and a total of \$2,750,000.00, per the Town Council Resolution included in meeting materials.

**12 - 098**     **I move to approve** the Commercial Hauler's license renewals for FY'13.

**12 - 099**     **No action necessary.**

**12 - 100**     **I move to amend** the Town of Cumberland Temporary Victualer's License Ordinance as recommended by the Ordinance Committee.

**12 - 101**     **I move to set** a Public Hearing date of July 9th to consider and act on a Mass Gathering Permit for the Maine Principals Association High School Class A, B & C Regional Cross Country Championships to be held on Saturday, October 20th from 9:00 a.m. to 3:00 p.m. at Twin Brook Recreation Facility.

**12 - 102**     **I move to set** a Public Hearing date of July 9th to consider and act on a Mass Gathering Permit for the New England High School Athletic Council Cross Country Championships to be held on Saturday, November 10th from 9:00 a.m. to 3:00 p.m. at Twin Brook Recreation Facility.

- 12 - 103** I move to **accept** donations on behalf of the Fire Department in memory of William Lyford and Beatrice Burnell in the amount of \$320.00 to be used to purchase equipment.
- 12 - 104** I move to **approve** the Town Council Committee Assignments for 2012-2013 as presented.
- 12 - 105** I move to **appoint** \_\_\_\_\_ to the \_\_\_\_\_ committee.
- 12 - 106** I move to **cancel** the June 25th Town Council meeting.
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# MINUTES

## 06/04/12



**MINUTES**  
Cumberland Town Council Meeting  
Town Council Chambers  
**MONDAY, June 4, 2012**

**7:00 p.m. Call to Order**

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

**I. APPROVAL OF MINUTES**

May 14, 2012

Motion by Councilor Gruber, seconded by Councilor Stiles, to approve the minutes as presented.

**VOTE: 7-0**

**UNANIMOUS PASSAGE**

**II. MANAGER'S REPORT**

We have had over 8 inches of rain since the weekend storm. Almost every drainage system in town was over taxed and many roads were washed out. Thankfully, the damage was not too bad.

There will be a Universal Waste day in June (date to be decided). Universal Waste consists of televisions, computers, air conditioners, and fluorescent light bulbs. More information and a definite date will be forthcoming via Town website, Town Crier, and at the next Town Council meeting.

The railroad repair (the installation of additional welded rail) has been postponed to tomorrow. Tuttle & Greely Roads will be closed for approximately 15 minutes each time they come across those intersections to do the repairs. We do not know the exact time that this will be happening.

**III. PUBLIC DISCUSSION**

Brad Hilton of Blanchard Road said that too often citizens do not get the opportunity to say what a good job the Town Council and Planning Board do. He hears this often from other residents and thought he should mention it. He reminded the public to vote at the next election, even though the three Town Council candidates are running unopposed.

Mr. Hilton said that he is still opposed to impact fees and plans to organize a citizens group and take time to gather some facts. Impact Fees do not make sense anymore and he feels that it should have been abolished 5 years ago. The original objective was to minimize overcrowding of schools and that trend never happened. He feels that he can prove that the mil rate has increased as a result of impact fees. He will be watching the building permit levels and if they pick up to 3.5 permits per month (42 per year), he will drop his efforts. Unfortunately, he does not anticipate this happening.

**IV. LEGISLATION AND POLICY**

**12 – 085 To set a Public Hearing date (June 18<sup>th</sup>) to consider and act on draft amendments to the Contract Zone Agreement for Small's Brook Crossing, as recommended by the Planning Board.**

Motion by Councilor Moriarty, seconded by Councilor Stiles, to set a Public Hearing date of June 18th to consider and act on draft amendments to the Contract Zone Agreement for Small's Brook Crossing, as recommended by the Planning Board.

**VOTE: 7-0**

**UNANIMOUS PASSAGE**

**12 – 086 To hold a Public Hearing to consider and act on the adoption of a Road Acceptance Ordinance.**

Town Manager Shane explained that Town staff and the Ordinance Committee have been working on this ordinance for several months, and he feels that the ordinance is a good one. Simply put, it adds legality to the road acceptance process. The most significant piece of the ordinance is the occupancy requirement of 75%. All the Council comments from past road acceptance discussions have been incorporated into the ordinance.

Public discussion: None

Councilor Stiles said that it is a well done ordinance and addresses all the issues he has had in the past with road acceptance. He asked the Manager to clarify section 5.6 (Drainage Maintenance) as it seems that the people who put the road in are responsible for the maintenance of all detention ponds and infrastructure for perpetuity. There is no time limit.

Town Manager Shane explained that it is the standard that drainage/detention ponds are the responsibility of the homeowners association, as far as maintenance. The maintenance specifics are spelled out clearly in the Subdivision Ordinance and are reviewed during the Planning Board process.

Councilor Gruber said that while the 75% occupancy requirement sounds terrific, he feels that the 2-year warranty agreement should be longer. Perhaps an incentive for the developer might be if they get to 100% occupancy, the warranty period will be 2-years. Otherwise, it will be 3-years, or until they get to 100% occupancy, then it will be 2-years. He feels this will promote completion of developments.

Town Manager Shane said that Councilor Gruber makes a good point. However, it will sometimes be 3 or 4 years before a development is 75% occupied. Given that timeframe, the infrastructure will already have been tested multiple times, and the Town will have tested for defects and done road inspections multiple times. It is a huge success for any subdivision to get to 75% in 3 years.

Public discussion: None

Motion by Councilor Gruber to adopt the Municipal Road Acceptance Ordinance of the Town of Cumberland with the revision of the responsibility of maintenance from 2 years to 3 years.

No second, motion fails.

Councilor Moriarty asked Councilor Gruber what his thought process is in extending 2 years to 3 years.

Councilor Gruber responded that he felt it would give the developer motivation to build a subdivision to 100%.

Councilor Moriarty said that he felt that the motivation to do so would be there anyway.

Councilor Turner said he also does not understand why increasing maintenance agreement from 2 to 3 years would be an incentive to a developer to build to 100%.

Councilor Gruber agreed with these points and decided to withdraw his previous motion.



Motion by Councilor Storey-King, seconded by Councilor Stiles, to adopt the Municipal Road Acceptance Ordinance of the Town of Cumberland.

**VOTE: 7-0**

**UNANIMOUS PASSAGE**

**12 – 087 To hold a Public Hearing to consider and act on a Mass Gathering Permit for the United Maine Craftsmen's 43<sup>rd</sup> Annual Cumberland Arts and Crafts Show, August 9<sup>th</sup> – 12<sup>th</sup>, 2012 at the Cumberland Fair Grounds.**

Town Manager Shane explained that this is a well-attended, successful, annual event at the fairgrounds. Staff has met with the applicant and is recommending approval.

Public discussion: None

Motion by Councilor Stiles, seconded by Councilor Turner, to approve the Mass Gathering Permit for the United Maine Craftsmen's 43rd Annual Cumberland Arts and Crafts Show, August 9th - 12th, 2012 at the Cumberland Fair Grounds.

**VOTE: 7-0**

**UNANIMOUS PASSAGE**

**12 – 088 To re-appoint Susan McGinty as Cumberland's representative to the EcoMaine Board, and William Shane as alternate, for the term of July 1, 2012 – July 1, 2015.**

Motion by Councilor Stiles, seconded by Councilor Copp, to re-appoint Susan McGinty as Cumberland's representative to the EcoMaine Board, and William Shane as alternate, for the term of July 1, 2012 – July 1, 2015.

**VOTE: 7-0**

**UNANIMOUS PASSAGE**

**12 – 089 To consider and act on forwarding amendments to the HC, VOC1,VCC Zones, and Section 104.103 Definitions (Net Residential Acreage), to the Planning Board for a Public Hearing and recommendation.**

The HC Zone is located on Route 9 near Corey Road. Approximately 60% of the zone consists of single family homes. Norene Ward (a resident and business owner in the HC Zone) requested a zone change to allow for additional single family homes, duplexes, multiplexes, and motor vehicle service/repair to be allowed in the HC Zone (currently, gas stations and motor vehicles sales are allowed, but not service). There was a neighborhood meeting a few weeks ago, and all those who attended were very much in support of these changes.

The VOC-1 Zone is located on the northern end of Route 100 (near Gray). The change to this zone will be to add multiplexes and to allow for 8,000 square feet per bedroom (the same calculation as the State Plumbing Code). The proposal that Mr. Haggerty presented a few weeks has been scaled down from 12 units to 5-6 units, which is a good compromise and he is still willing to move ahead on the project.

The Net Residential Acreage calculation; currently our ordinance requires a 15% reduction for roads and parking areas. Most engineers would tell you that if they could reach 6%, that would be a lot. The amendment will allow for the calculation of actual road and parking in any development, rather than a flat 15%.

Lastly, a map change in the VCC Zone; the last two properties located at the point of Route 100 and the Old Gray Road will be rezoned to VOC-1.

All these changes are good ones and will benefit many projects.

Councilor Storey-King suggested that in the Net Residential Acreage section (.103.1) the word “applicants” be added for clarity (Area for roads and parking as shown on the applicants proposed plan).

Councilor Moriarty suggested that the Manager ask the Town Planner if she thinks it is a necessary addition, and if so, she can make the amendment before sending it to the Planning Board.

Councilor Storey-King agreed.

Motion by Councilor Moriarty, seconded by Councilor Copp, to forward amendments to the HC, VOC1, VCC Zones, and Section 104.103 Definitions (Net Residential Acreage), to the Planning Board for a Public Hearing and recommendation back to the Town Council.

**VOTE: 7-0 UNANIMOUS PASSAGE**

**12 – 090 To set a date of June 18<sup>th</sup> to hear a report from the Finance Committee Chair and to authorize the Town Manager to transfer inter-departmental operating funds for FY’12.**

Motion by Councilor Stiles, seconded by Councilor Storey-King, to set a date of June 18th to hear a report from the Finance Committee Chair and to authorize the Town Manager to transfer inter-departmental operating funds for FY’12.

**VOTE: 7-0 UNANIMOUS PASSAGE**

**12 – 091 To hold a Public Hearing to adopt the amended MMA Model General Assistance Ordinance and Appendixes A-C for the period of July 1, 2012 thru June, 2013.**

Town Manager Shane explained that these amendments are a direct result of the changes made by the State Legislature in their past session, by reducing the maximum benefits by 10% for General Assistance. It also limits the amount of rent that the Town can be reimbursed for from 12 months to 9 months. The Town receives .50 cents back for every dollar that they spend on General Assistance and if the guidelines are not followed, the Town would not receive any reimbursement.

Public discussion: None

Motion by Councilor Moriarty, seconded by Councilor Turner, to adopt the amended MMA Model General Assistance Ordinance and Appendixes A-C for the period of July 1, 2012 thru June 30, 2013.

**VOTE: 7-0 UNANIMOUS PASSAGE**

**12 – 092 To hold a Public Hearing to consider and act on a Class I Liquor License for Doc’s Café and Marketplace for the period of June 4, 2012 – June 4, 2013.**

Town Manager Shane said that Doc’s Café had a very successful opening weekend. They have applied for their State Liquor License and the first step in that process is to have Municipal approval. There is a 350 foot setback from schools and churches for any establishment that serves alcohol, and Doc’s may be within that setback if measured as the crow flies, but not by sidewalk distance. The State has been contacted in regard to this and they are of the opinion that if the liquor license gets approved at the Municipal level, they will not have issue with the proximity to the school or church.



Public discussion: None

Motion by Councilor Copp, seconded by Councilor Gruber, to approve the Class I Liquor License for Doc's Café and Marketplace for the period of June 4, 2012 – June 4, 2013.

**VOTE: 7-0**

**UNANIMOUS PASSAGE**

**V. NEW BUSINESS**

**Councilor Turner** - Given the massive amount of rain that we have had, the problem areas are being taken care of very quickly. Kudos to the Public Services Department and MDOT.

**Councilor Copp** – Condolences to the Logan family of West Cumberland. Polly Logan passed away recently at the age of 87. Her husband passed away 2 years ago and they were both huge assets to West Cumberland and great people.

Reminder to residents to vote on June 12<sup>th</sup> or before via absentee voting.

**Councilor Storey-King** – Congratulations to the Town Manager and Fire Chief, Dan Small for another successful Memorial Day Parade and Veterans Monument dedication ceremony. Thank you to Councilor Moriarty for emceeding the dedication ceremony. The monument looks great and she is proud of all the work that was done making it happen.

Thank you to Phil Gleason for moderating Meet the Candidates Night. She encouraged residents who may have missed it to watch the rerun on channel 2.

She had the opportunity to eat at Rachel's On the Green and Doc's Café last week. Both have excellent food.

**Councilor Moriarty** – Thank the Town Manager and his staff, Fire Chief Small, the Public Works Department, and the Cemetery Association for making the Memorial Day Dedication Ceremony so special.

**Chairman Perfetti** – A reminder to the viewing audience that because of the election next week, the next Town Council meeting will be on June 18<sup>th</sup> in order to swear in newly elected Town Councilors. The Council will consider whether to cancel its June 25<sup>th</sup> meeting on June 18<sup>th</sup>.

**Councilor Stiles** – He has heard a lot of positive remarks regarding the parade and wondered if there is a video of the parade and dedication ceremony that could be played on Channel 2.

Town Manager Shane said that unfortunately, there is no video, but the speeches and photos are posted on the Town website.

**Councilor Gruber** – The Shellfish Commission held a stenciling event recently on the storm drains on Route 88. The freshman class of Greely High School volunteered to work on this project. The stencils are a reminder that anything dumped into a storm drain goes directly to Casco Bay. Thank you to the Public Works and Police departments for all their help with this event. A special thanks goes to Shellfish Commission member, Jessica Joyce for coordinating the entire event.

The Lands & Conservation Commission celebrated Arbor Day by visiting the 4<sup>th</sup> & 5<sup>th</sup> grade classes of Mable I. Wilson School and gave the students tree plugs to plant. 330 new trees will be planted in the community. A special thanks to Lands & Conservation Commission member, Penny Asherman who coordinated the event.

**Town Manager Shane** – Postcards were mailed last week for a Route 100 neighborhood meeting that unfortunately had the wrong meeting date on them. Corrected postcards were mailed the next day. The meeting is this Wednesday, June 6<sup>th</sup> at 6:00 p.m. at Town Hall to discuss a proposed affordable housing project on Route 100.

**VI. ADJOURNMENT**

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

**VOTE: 7-0**

**UNANIMOUS PASSAGE**

**TIME: 7:54 p.m.**

Respectfully submitted by,

Brenda L. Moore  
Council Secretary

# MANAGERS REPORT

# ITEM 12-093

To swear in newly elected Town Councilors



# ITEM 12-094

Election of Council Chair and Vice-Chair

# ITEM

## 12-095

To hold a Public Hearing to consider and act on draft amendments to the Contract Zone Agreement for Small's Brook Crossing, as recommended by the Planning Board

**Notice of Decision**

**Date:** May 21, 2012

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

**Re: Public Hearing: To recommend to the Town Council draft amendments to the Contract Zone Agreement for Small's Brook Crossing.**

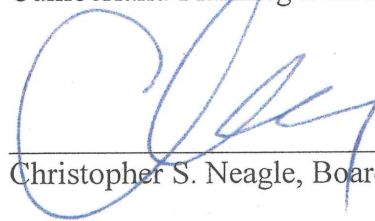
This is to advise you that on May 15, 2012 the Planning Board voted to recommend to the Town Council amendments as amended to the contract zoning agreement for Smalls Brook Crossing.

**Findings of Fact:** None  
**Waivers granted:** None  
**Waivers Denied:** None

**Standard Conditions of Approval**

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

Cumberland Planning Board



Christopher S. Neagle, Board Chair



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 sub paragraph.

- (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- owned in the home 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 or his designee on an application by the owner documenting in a manner satisfactory to the Town Manager, or his designee, in his sole discretion that said owner is unable to continue to reside therein.
- (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



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 owned the home 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 or his designee on an application by the owner documenting in a manner satisfactory to the Town Manager or his designee in his sole discretion that said owner is unable to continue to reside therein."

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 any time, in which event, the Town will discharge its second mortgage, but the property shall continue to be encumbered by the affordability covenant of this Contract Zoning Agreement."



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 21<sup>st</sup> 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 85% of median family income in the Portland MSA; up to \$70,000 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 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:

P3 334

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.

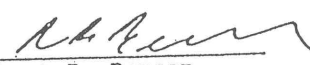
10. Severability: In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or

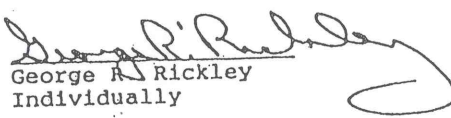
clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be deemed to be valid and in full force and effect, and the terms of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any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

James B. Katsis  
Notary Public/Attorney-at-law  
JAMES B. KATSI

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.

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

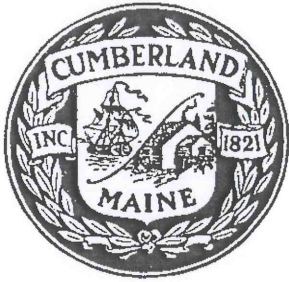
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Recorded  
Cumberland County  
Registry of Deeds  
10/23/91 02:10:04PM  
Robert P. Titcomb  
Register



# ITEM 12-096

To hear a report from the Finance Committee Chair and to authorize  
the Town Manager to transfer inter-departmental operating funds  
for FY'12



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

**To:** Bill Stiles, Finance Committee Chairman  
**From:** William R. Shane, Town Manager  
**Date:** June 13, 2012  
**Re:** Budget Transfers FY 12  
**Charter Section 7 & 8- Expenditures & Transfers pages 12 and 13**

---

I am requesting a meeting of the Finance Committee to review and prepare a recommendation to the full Town Council at its June 20<sup>th</sup> meeting for the transfer of funds to close-out the FY 2012 Budget.

All transfers will result in no increase in taxes and represents monies not spent from operating accounts, excess revenues and overlay.

***Town Charter Article VI. Section 7. Expenditures and departmental revenue***

*The budget for all departments shall include all proposed expenditures; and the Council shall make a gross appropriation for each department for the ensuing fiscal year. The gross appropriation for each department shall not be exceeded except by consent of the Council.*

***Town Charter Article VI. Section 8. Transfers of appropriations***

*At the request of the Town Manager and within the last three (3) months of the budget year, the Council may by resolution transfer any unencumbered appropriations, balance or portion thereof between general classification of expenditures within a department. Following the close of the fiscal year the Council may also continue unexpended balances in capital accounts and prepaid items.*

It appears that only transfer from interdepartmental funds will be needed to cover overages in this year's budget closeout. I am asking that you authorize me to make the necessary transfers between Departments to close-out this year's budget cycle. The following pages show the actual line items for both Revenues and Expenses. I believe revenues will meet their overall goal and expenses will come in under budget.

## FY 2011-12 General Fund Expense Projection

General Fund	Budget	May 31 YTD Expended	Projected EOY Expended	Under/ (Over)	Percent Used	
<b>TOTAL Administration</b>	<b>\$446,771</b>	<b>\$449,930</b>	<b>\$487,971</b>	<b>(\$41,200)</b>	<b>109%</b>	Merit pay, ICMA changes, Catch -
TOTAL Assessor	\$64,823	\$46,232	\$57,333	\$7,490	88%	
TOTAL Town Clerk-HR-Tax Coll	\$231,891	\$192,504	\$210,283	\$21,608	91%	
<b>TOTAL Technology</b>	<b>\$159,109</b>	<b>\$154,437</b>	<b>\$160,794</b>	<b>(\$1,685)</b>	<b>101%</b>	Catch up year Microsoft licensing
TOTAL Elections	\$17,949	\$5,277	\$17,010	\$939	95%	
TOTAL Planning Board	\$58,300	\$54,726	\$57,053	\$1,247	98%	
TOTAL Legal	\$40,000	\$26,405	\$32,705	\$7,295	82%	
TOTAL Police	\$1,009,608	\$940,344	\$1,009,483	\$125	100%	
TOTAL Fire	\$740,897	\$665,062	\$738,389	\$2,508	100%	
TOTAL Code Enforcement	\$81,189	\$72,616	\$78,252	\$2,937	96%	
<b>TOTAL Canine Control</b>	<b>\$34,084</b>	<b>\$31,452</b>	<b>\$35,990</b>	<b>(\$1,906)</b>	<b>106%</b>	Gasoline overage
TOTAL Public Works	\$879,155	\$828,358	\$861,456	\$17,699	98%	
TOTAL Waste Disposal	\$678,010	\$556,929	\$623,589	\$54,421	92%	
<b>TOTAL Recreation</b>	<b>\$461,776</b>	<b>\$489,596</b>	<b>\$530,185</b>	<b>(\$68,409)</b>	<b>115%</b>	After School Programs
TOTAL Parks	\$187,552	\$131,987	\$164,730	\$22,822	88%	
TOTAL West Cumberland Rec	\$8,914	\$7,371	\$7,990	\$924	90%	
TOTAL Library	\$363,875	\$322,979	\$356,213	\$7,662	98%	
TOTAL General Assistance	\$30,000	\$24,891	\$28,303	\$1,697	94%	
TOTAL Health Services	\$8,952	\$7,644	\$7,926	\$1,026	89%	
<b>TOTAL Cemetary Association</b>	<b>\$22,500</b>	<b>\$22,474</b>	<b>\$22,754</b>	<b>(\$254)</b>	<b>101%</b>	Minor extra expenses
TOTAL Conservation Commission	\$3,000	\$1,500	\$3,000	\$0	100%	
TOTAL Debt Service	\$951,583	\$892,113	\$912,113	\$39,470	96%	
<b>TOTAL Insurance</b>	<b>\$263,275</b>	<b>\$283,041</b>	<b>\$292,966</b>	<b>(\$29,691)</b>	<b>111%</b>	MSRS, Insurance Incentive, additional Prop Ins, Wellness
TOTAL Fire Hydrants	\$59,000	\$51,707	\$56,806	\$2,194	96%	
<b>TOTAL Street Lighting</b>	<b>\$35,000</b>	<b>\$30,764</b>	<b>\$36,556</b>	<b>(\$1,556)</b>	<b>104%</b>	Recruiting fees, Mold testing, reserve PC's
<b>TOTAL Contingent</b>	<b>\$10,000</b>	<b>\$34,560</b>	<b>\$34,560</b>	<b>(\$24,560)</b>	<b>346%</b>	
TOTAL Municipal Building	\$172,903	\$152,171	\$170,719	\$2,184	99%	
<b>TOTAL Abatements</b>	<b>\$10,000</b>	<b>\$31,075</b>	<b>\$31,075</b>	<b>(\$21,075)</b>	<b>311%</b>	
TOTAL MSAD #51	\$12,354,475	\$11,326,362	\$12,354,475	(\$0)	100%	
TOTAL County Tax	\$601,242	\$601,242	\$601,242	\$0	100%	
TOTAL Capital Imp. Plan	\$333,485	\$333,485	\$333,485	\$0	100%	
<b>GRAND TOTAL</b>	<b>\$20,319,318</b>	<b>\$18,769,235</b>	<b>\$20,315,405</b>	<b>\$3,913</b>	<b>100%</b>	



I would also recommend transferring from end of year fund balance the following dollar amounts to:

**Use of End of Year Fund Balance**

Fund	Starting	Amount	Ending
Twinbrook	\$ (231,369)	\$ 231,369	\$ -
Circuit Breaker	\$ 19,000	\$ 66,000	\$ 85,000
Road Improvements	\$ (95,000)	\$ 95,000	\$ -
Equipment Reserves	\$ (150,293)	\$ 150,000	\$ (293)
Val Halla	\$ (1,700,000)	\$ 58,000	\$ (1,642,000)
General Fund	\$ 2,150,042	\$ 80,215	\$ 2,230,257
			\$ -
Total Used		\$ 680,584	
Projected Surplus		\$ 680,584	

**Looking ahead to Next Year:**

**Closing on Drowne Road School end of august \$ 480,000 - Undesignated**

**Lock-in on Diesel & Gasoline \$ 30,000 Savings**

**Lock-in on Propane \$ 20,000 Savings**

**Conclusion:**

Two recommendations / motions:

1. I move the authorize the Town Manager to make interdepartmental fund transfer between Departments to close-out the FY 2012 budget.
2. I move to authorize the Town Manager to transfer end of year fund balance to the following accounts:

Twin Brook Fund:	\$ 231,369
Senior Circuit Breaker Fund	\$ 75,000
Road Improvement Fund	\$ 95,000
Equipment Reserve Fund	\$ 150,000
Val Halla	\$ 58,000
General Fund	\$ 80,000 plus any additional end of year fund balance.

# ITEM 12-097

To authorize the Town Manager to execute a Tax Anticipation Note  
with Bath Savings Institution for FY'13 at an interest rate of .78%  
and a total of \$2,750,000.00

**TOWN OF CUMBERLAND  
VOTE OF TOWN COUNCIL  
AUTHORIZING TAX ANTICIPATION BORROWING**

Order #

Ordered, that, pursuant to Section 5771 of Title 30-A of the Maine Revised Statutes, as amended, the Town Treasurer is hereby authorized and empowered to borrow money from time to time during the fiscal year ending June 30, 2013 in the principal amount or amounts not exceeding \$2,750,000 at any one time outstanding, in anticipation of the collections or receipts from taxes, by the issuance of tax anticipation notes of the Town, each of which notes shall be designated "Town of Cumberland 2013 Tax Anticipation Notes." All of such tax anticipation notes, and any extensions, renewals or replacements thereof, shall be signed by the Town Treasurer and countersigned by the Chair of the Town Council, shall be payable on or before June 30, 2013, out of money raised by taxation during the fiscal year ending June 30, 2013, shall bear interest payable at maturity at a rate determined in the manner as approved by the Treasurer, and shall contain such other terms and provisions, not inconsistent herewith, and be in such form, as shall be approved by the officers signing the same, whose approval shall be conclusively evidenced by their execution thereof, and

Be It Further Ordered that the Treasurer is hereby authorized to negotiate the interest rate, maturity and other terms and conditions of the notes with whatever financial institutions the Treasurer deems appropriate and to award the notes to such financial institution or institutions, and

Be It Further Ordered that the notes authorized by the foregoing are hereby designated as qualified tax exempt obligations for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended, and

Be It Further Ordered that the Treasurer of the Town be authorized to covenant with the purchasers of the notes on behalf of the Town and for the benefit of the holders of the notes, that the Town will take whatever steps, and refrain from taking any action, as may be necessary or appropriate to ensure that interest on the notes will remain free from federal income taxes, including without limitation, the filing of information returns and reports with the Internal Revenue Service and the payment of any rebate due to the United States of America.



**TOWN OF CUMBERLAND, MAINE**  
290 Tuttle Road  
Cumberland, ME 04021  
(207) 829-2205

**Cumberland Tax Anticipation Note Proposal Form**

Name of Bank/Institution BATH SAVINGS INSTITUTION

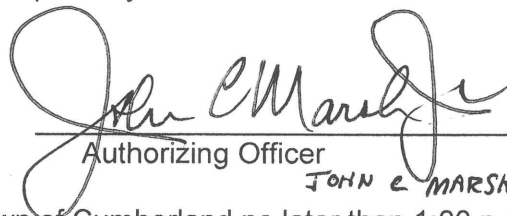
Interest rate for principle amount of \$2,750,000 (as needed basis) .78%

☐ We are not interested in bidding on the TAN at this time.

The Town will provide the successful bidder with a legal opinion from the recognized bond counsel. The Town confirms that the anticipated total borrowing for fiscal year 2013 will not exceed \$10,000,000 and that the Town will comply with all aspects of the Tax Reform Act of 1986, as amended, including all provisions relating to arbitrage and rebate.

No requirements for a depository relationship or any terms or conditions other than the above shall be placed upon the Town by the Proposer.

6/5/2012  
Date

  
\_\_\_\_\_  
Authorizing Officer  
JOHN C. MARSH JR. - SVP

All proposals must be received by the Town of Cumberland no later than 1:00 p.m. Thursday, June 7, 2012.

## **Town of Cumberland**

### **TAN BIDS - June 7, 2012**

Up to \$2,750,000 on an as needed basis

BANK	INTEREST RATE
<u>Peoples United Bank</u>	<u>No bid</u>
<u>Bath Savings</u>	<u>.78%</u>
<u>Androscoggin Bank</u>	<u>.94%</u>
<u>Gorham Savings</u>	<u>No response</u>

# ITEM 12-098

To consider and act on Commercial Hauler's license renewals  
for FY'13





**TOWN OF CUMBERLAND  
COMMERCIAL HAULER'S LICENSE  
APPLICATION**



COMPANY NAME: Pine Tree Waste  
 COMPANY ADDRESS: 87 Pleasant Mill Rd.  
Scarborough, ME

DATE: 6/4/12  
 BUSINESS TEL.: 883-9777

OWNER OR PROPRIETOR:  
Same

HOME TEL.: \_\_\_\_\_

ADDRESS:  
 \_\_\_\_\_  
 \_\_\_\_\_

YEARS IN BUSINESS: 16 NUMBER OF VEHICLES IN FLEET: 35

NUMBER OF VEHICLES NORMALLY IN USED IN CUMBERLAND WASTE DISPOSAL  
 OPERATIONS: 9

DESCRIPTION:	YEAR	MAKE	CAPACITY	G.V.W.
<u>See attached</u>				

NUMBER OF CUMBERLAND CUSTOMERS: 56 plus Town Contract Stops  
 DAY(S) OF THE WEEK COLLECTIONS ARE MADE IN CUMBERLAND: Mon - Fri - commercial  
Mon - Thurs - resi  
 ARE COLLECTIONS MADE WEEKLY ☒ EVERY OTHER WEEK \_\_\_\_\_ OTHER: (EXPLAIN) \_\_\_\_\_

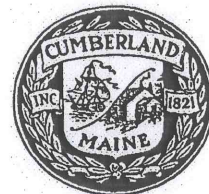
OTHER COMMUNITIES WHERE APPLICANT DOES BUSINESS: FALMOUTH: ☒ GRAY ☒  
 PORTLAND ☒ WINDHAM ☒ POWNAL ☒ NORHT YARMOUTH ☒ FREEPORT ☒  
 YARMOUTH ☒ STANDISH ☒ OTHER: \_\_\_\_\_

\*\*\*\*\*

DATE OF COUNCIL ACTION 6-18-12 FOR TOWN USE ONLY  
 DATE FEE PAID 6-18-12 AMOUNT \$100.00 APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_  
 COLLECTION/ROUTE SCHEDULE ON FILE ☒ LIC # \_\_\_\_\_ DATE ISSUED \_\_\_\_\_



TOWN OF CUMBERLAND  
COMMERCIAL HAULER'S LICENSE  
APPLICATION



COMPANY NAME: BBT Waste Industries  
COMPANY ADDRESS: PO Box 510  
ODD, ME 04064

DATE: 5/25/12  
BUSINESS TEL.: 934-3880

OWNER OR PROPRIETOR:  
Corporation

HOME TEL.: \_\_\_\_\_

ADDRESS:  
\_\_\_\_\_  
\_\_\_\_\_

YEARS IN BUSINESS: Since 1953 NUMBER OF VEHICLES IN FLEET: 49

NUMBER OF VEHICLES NORMALLY IN USED IN CUMBERLAND WASTE DISPOSAL  
OPERATIONS: \_\_\_\_\_

DESCRIPTION:	YEAR	MAKE	CAPACITY	G.V.W.
<u>Rear load</u>	<u>2003</u>	<u>Mack</u>	<u>25yd</u>	<u>68K</u>
<u>Rear load</u>	<u>2004</u>	<u>Mack</u>	<u>25yd</u>	<u>68K</u>
<u>Roll off</u>	<u>2007</u>	<u>Mack</u>	<u>210</u>	<u>69K</u>
<u>Roll off</u>	<u>2007</u>	<u>Mack</u>	<u>210</u>	<u>69K</u>

NUMBER OF CUMBERLAND CUSTOMERS: \_\_\_\_\_

DAY(S) OF THE WEEK COLLECTIONS ARE MADE IN CUMBERLAND: M-F

ARE COLLECTIONS MADE WEEKLY ☒ EVERY OTHER WEEK ☒ OTHER: (EXPLAIN) \_\_\_\_\_

OTHER COMMUNITIES WHERE APPLICANT DOES BUSINESS: FALMOUTH: ☒ GRAY ☒  
PORTLAND ☒ WINDHAM ☒ POWNAL ☒ NORHT YARMOUTH ☒ FREEPORT ☒  
YARMOUTH ☒ STANDISH ☒ OTHER: From Kittery to Lewiston

\*\*\*\*\*

FOR TOWN USE ONLY

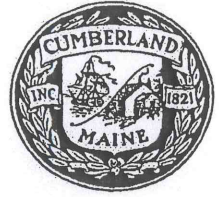
DATE OF COUNCIL ACTION 06-18-12 APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

DATE FEE PAID 06-06-12 AMOUNT \$100.- LIC # \_\_\_\_\_ DATE ISSUED \_\_\_\_\_

COLLECTION/ROUTE SCHEDULE ON FILE Y



TOWN OF CUMBERLAND  
COMMERCIAL HAULER'S LICENSE  
APPLICATION



COMPANY NAME: REYNOLDS & SONS DISPOSAL  
COMPANY ADDRESS: P.O. BOX 1092  
PORTLAND, ME 04104

DATE: 5/25/12  
BUSINESS TEL.: 773-5862

OWNER OR PROPRIETOR:  
WILLIAM B. REYNOLDS

HOME TEL.: 846-6573

ADDRESS:  
118 HAVEME DR  
CUMBERLAND FOREST, ME 04110

YEARS IN BUSINESS: 49 NUMBER OF VEHICLES IN FLEET: \_\_\_\_\_

NUMBER OF VEHICLES NORMALLY IN USED IN CUMBERLAND WASTE DISPOSAL  
OPERATIONS: \_\_\_\_\_

DESCRIPTION:	YEAR	MAKE	CAPACITY	G.V.W.
<u>NEWPORT</u>	<u>2007</u>	<u>HOLLOFF</u>	<u>40 YD</u>	<u>69,000</u>
<u>PETERBURY</u>	<u>2005</u>	<u>HOLLOFF</u>	<u>40 YD</u>	<u>54,000</u>
<u>VOLVO</u>	<u>1999</u>	<u>HOLLOFF</u>	<u>40 YD</u>	<u>54,000</u>
<u>MACH</u>	<u>1998</u>	<u>EZ MACH</u>	<u>40 YD</u>	<u>54,000</u>
<u>MACH</u>	<u>2007</u>	<u>FL</u>	<u>40 YD</u>	<u>69,000</u>

NUMBER OF CUMBERLAND CUSTOMERS: SCHOOL DEPT / ONCALL HOLLOW  
DAY(S) OF THE WEEK COLLECTIONS ARE MADE IN CUMBERLAND: MON-FRI  
ARE COLLECTIONS MADE WEEKLY X EVERY OTHER WEEK \_\_\_\_\_ OTHER: (EXPLAIN) X  
RESIDENTIAL & COMMERCIAL, ONCALL HOLLOW CUSTOMERS

OTHER COMMUNITIES WHERE APPLICANT DOES BUSINESS: FALMOUTH: X GRAY X  
PORTLAND X WINDHAM X POWNAL X NORHT YARMOUTH X FREEPORT X  
YARMOUTH X STANDISH X OTHER: SOUTHERN MAINE, CENTRAL MAINE TO AUGUST

\*\*\*\*\*

DATE OF COUNCIL ACTION 06-18-12 FOR TOWN USE ONLY  
APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_  
DATE FEE PAID 05-29-12 AMOUNT \$100.00 LIC # \_\_\_\_\_ DATE ISSUED \_\_\_\_\_  
COLLECTION/ROUTE SCHEDULE ON FILE ✓





TOWN OF CUMBERLAND  
COMMERCIAL HAULER'S LICENSE  
APPLICATION



COMPANY NAME: Troiano Waste Serv., Inc.  
COMPANY ADDRESS: P.O. Box 3541  
Portland, Me 04104

DATE: 5-31-12  
BUSINESS TEL: 207.767-2070

OWNER OR PROPRIETOR:  
Filomena Troiano

HOME TEL.: Same

ADDRESS:  
23 Cochester Dr  
S. Portland Me 04106

YEARS IN BUSINESS: \_\_\_\_\_ NUMBER OF VEHICLES IN FLEET: 30

NUMBER OF VEHICLES NORMALLY IN USED IN CUMBERLAND WASTE DISPOSAL  
OPERATIONS: 10

DESCRIPTION:	YEAR	MAKE	CAPACITY	G.V.W.
<u>Frontload</u>	<u>2006</u>	<u>MACK</u>	<u>66000</u>	<u>66000</u>
<u>Frontload</u>	<u>2007</u>	<u>MACK</u>	<u>66000</u>	<u>66000</u>

NUMBER OF CUMBERLAND CUSTOMERS: \_\_\_\_\_

DAY(S) OF THE WEEK COLLECTIONS ARE MADE IN CUMBERLAND: \_\_\_\_\_

ARE COLLECTIONS MADE WEEKLY ☒ EVERY OTHER WEEK \_\_\_\_\_ OTHER: (EXPLAIN) \_\_\_\_\_

OTHER COMMUNITIES WHERE APPLICANT DOES BUSINESS: FALMOUTH: ☒ GRAY ☒  
PORTLAND ☒ WINDHAM ☒ POWNAL ☒ NORHT YARMOUTH ☒ FREEPORT ☒  
YARMOUTH ☒ STANDISH ☒ OTHER: Both Baines etc

\*\*\*\*\*

FOR TOWN USE ONLY

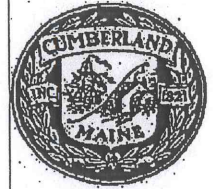
DATE OF COUNCIL ACTION 06-18-12 APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

DATE FEE PAID 06-04-12 AMOUNT 100.00 LIC # \_\_\_\_\_ DATE ISSUED \_\_\_\_\_

COLLECTION/ROUTE SCHEDULE ON FILE Y



TOWN OF CUMBERLAND  
COMMERCIAL HAULER'S LICENSE  
APPLICATION



COMPANY NAME: WASTE MANAGEMENT PORTLAND DATE: \_\_\_\_\_  
COMPANY ADDRESS: 2070 FOREST AVE BUSINESS TEL.: 207-797-246  
PORTLAND, ME 04103

OWNER OR PROPRIETOR:

HOME TEL.: \_\_\_\_\_

ADDRESS:

YEARS IN BUSINESS: 28 NUMBER OF VEHICLES IN FLEET: 34

NUMBER OF VEHICLES NORMALLY IN USED IN CUMBERLAND WASTE DISPOSAL  
OPERATIONS: 12

DESCRIPTION:	YEAR	MAKE	CAPACITY	G.V.W.
<u>SEE ATTACHED</u>				

NUMBER OF CUMBERLAND CUSTOMERS: 8

DAY(S) OF THE WEEK COLLECTIONS ARE MADE IN CUMBERLAND: 3

ARE COLLECTIONS MADE WEEKLY ☒ EVERY OTHER WEEK ☐ OTHER: (EXPLAIN) \_\_\_\_\_

OTHER COMMUNITIES WHERE APPLICANT DOES BUSINESS: FALMOUTH: ☐ GRAY ☐  
PORTLAND ☐ WINDHAM ☐ POWNAL ☐ NORHT YARMOUTH ☐ FREEPORT ☐  
YARMOUTH ☐ STANDISH ☐ OTHER: \_\_\_\_\_

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FOR TOWN USE ONLY

DATE OF COUNCIL ACTION 06-18-12 APPROVED \_\_\_\_\_ DISAPPROVED \_\_\_\_\_

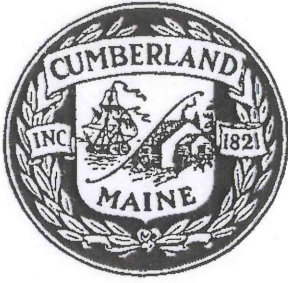
DATE FEE PAID 06-13-12 AMOUNT \$100.- LIC # \_\_\_\_\_ DATE ISSUED \_\_\_\_\_

COLLECTION/ROUTE SCHEDULE ON FILE Y

# ITEM 12-099

To hear a report from the Ordinance Committee re: Contract Zone Agreements for Telos Capital, LLC and Walnut Hill, Inc. for two affordable housing projects on Route 100





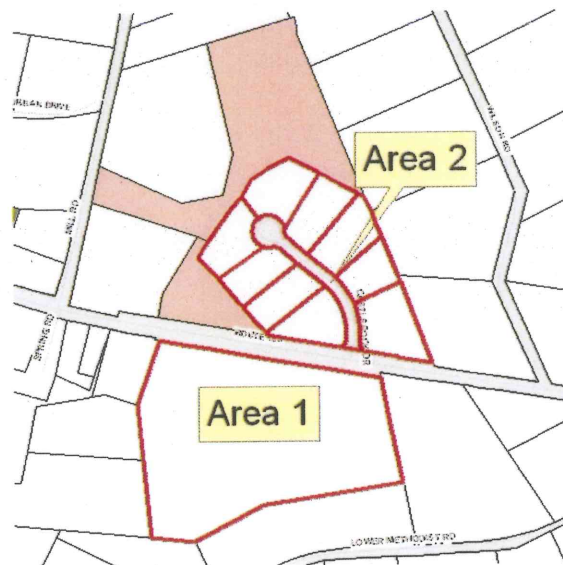
# MEMORANDUM

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

**To:** Town Council  
**From:** William R. Shane, Town Manager  
**Date:** June 14, 2012  
**Re:** Contract Zone Requests

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On Monday evening you will be discussing the two Contract Zone requests for Route 100 for up to 17 single family homes on each side of Route 100 between Mill Road and Wilson Road:



The estimated sales prices for the homes are \$175,000 - \$225,000. They will each be serviced by public water and have onsite underground wastewater disposal systems. Growth permits and impact fees will be required and I would recommend dedicating the impact fees to the West Cumberland Park area for new playground equipment as identified in the CIP. The homes will be modest in size, approximately 1,400 to 1,800 square feet, on 20,000 sq. ft. lots and be required to meet all State energy efficiency codes.

The new commercial zones in West Cumberland were adopted in 2007 with some success stories in the VCC zones from Budd's Gulf to the new Board Barn. Smaller business development has worked and has begun to fill in the VCC. The VOC I, however have had no success. To date we have met with or reached out to at least two dozen types of different businesses and continue strike out. The issues for most businesses are access to the Turnpike or Interstate and low traffic counts:

#### Average Daily Traffic Counts - Town Wide

RT 9- at Tuttle	7650	Middle	2950
Rt 1- Yarmouth TL	7000	Rt 88	2890
RT 9- at Corey	4910	Blackstrap	2850
Blanchard	3790	Winn	2690
Tuttle	3230	Skillins	2340

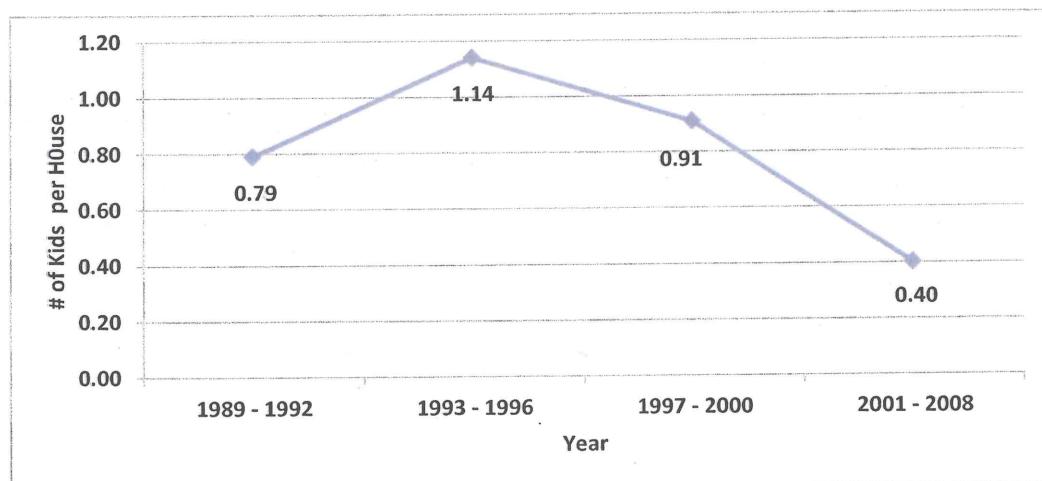
	2006	2007	2010	Loss
Rt 100 @ Gray TL	6310	5940	5300	16%
@ Blackstrap		6010	5870	2%

The 2009 Lawton Economic Impact Study showed a dramatic change in the numbers of children per household in our community:

#### Neighborhood Stats

##### Children per household

1989 - 1992	0.79
1993 - 1996	1.14
1997 - 2000	0.91
2001 - 2008	0.40



**Old Zoning:**





## **204.6 Highway Commercial District (HC) – Pre -VCC Zone**

The purpose of the HC District is to allow a wide range of business and professional uses that provide town-wide service, as well as roadside service for through traffic on major arterials. Site plan review and approval by the Planning Board is required, with the exception of single-family dwellings, bed & breakfast inns with three or fewer guest bedrooms, and day care homes. [Amended, effective 12/13/89, Amended, effective 1/25/99, amended, effective 10/22/07]

204.6.1 The following uses are permitted in the HC District: [Amended, effective 6/28/10]

- .1 Business and professional offices;
- .2 Restaurants;
- .3 Personal Services;
- .4 Private Clubs;
- .5 Lodging Houses;
- .6 Private Schools;
- .7 Landscaping Services;
- .8 Retail Store;
- .9 Gasoline Station;
- .10 Motor Vehicle Sales;
- .11 Timber harvesting, subject to provisions of Section 429;
- .12 Hotels; motels;
- .13 Buildings accessory to single family dwellings;
- .14 Telecommunication Facilities, subject to Site Plan Review and the provisions of Sec. 433;
- .15 Municipal uses and buildings;
- .16 Agriculture;
- .17 Animal Husbandry;
- .18 Private heliport, personal use, subject to Site Plan Review and to the provisions of Section 418;
- .19 Sewer pumping stations, subject to the provisions of Sec. 419.4; [Amended, effective 12/13/89]
- .20 Additions to and accessory structures to single-family dwellings existing as of the effective date of this amendment; [Amended, effective 8/10/98]
- .21 Contractor's Space
- .22 Warehousing and wholesale distribution related thereto, but exclusive of junk yards and salvaging operations;
- .23 Transportation Facilities
- .24 Light manufacturing, as defined;
- .25 Day care centers and nursery schools, subject to the provisions of Sec. 408A and Site Plan Review; [Amended, effective 12/13/89]
- .26 Day care center adult for no more than 20 persons; subject to Site Plan Review or Special Exception as required.
- .27 Boarding kennels; [Amended, effective 1/25/99]
- .28 Above ground utility transmission lines not located within public ways;
- .29 Accessory structures of public utilities;
- .30 Uses and buildings accessory to those above;

## 204.9 Village Center Commercial (VCC)

The purpose of the Village Center Commercial District is to provide an area that allows for a mix of commercial uses such as retail sales, restaurants and business and professional offices. Pedestrian and bicycle travel will be safely provided through the use of sidewalks and bike lanes. [Adopted, effective 10/22/07]

All development in this district shall be consistent with the Town of Cumberland Route 100 Design Standards.

There shall be a 25-foot landscape buffer for any property with frontage on Route 100. The applicant shall either improve this landscape buffer with a sidewalk, trees, and other landscaping and street furniture, as approved by the Planning Board as part of site plan approval for the site, or shall, in the alternative, grant a landscape easement to the Town for the purpose of installation and maintenance of the required sidewalk and other streetscape improvements.

204.9.1 The following uses are permitted within the VCC District: [Amended, effective 6/28/10]

- .1 Auto Repair Service Garage;
- .2 Business and professional offices, to include those with drive through facilities;
- .3 Gasoline Stations;
- .4 Restaurants;
- .5 Retail Store (25,000 maximum footprint);
- .6 Grocery Stores (35,000 maximum footprint);
- .7 Veterinary Office;
- .8 Commercial Health and Recreation;
- .9 Personal Services;
- .10 Landscaping Services and Retail;
- .11 Motor Vehicle Sales;
- .12 Research facilities;
- .13 Sewer pumping stations, subject to the provisions of Sec. 4169.4;
- .14 Commercial health and recreation facility;
- .15 Timber harvesting, subject to provisions of Section 429; [Amended, effective 10/26/98]
- .16 Residential care facilities, subject to the provisions of Sec. 432, except that for the purposes of this District, those provisions shall be modified as follows: [Amended, effective 6/14/99]
  - .1 The total gross area of all building footprints on the site shall not exceed thirty thousand square feet for each four acres of lot area. Additional building footprints of 30,000 square feet shall be permitted for each additional land area increment of four acres;
  - .2 The parking requirement included in Section 432 may be reduced upon a positive finding by the Board that the proposed use does not, in practice, require the amount stated in the standard;
- .17 Antennas as defined in Sec. 100, subject to Site Plan Review, and Section 433; [Adopted, effective 12/13/99]
- .18 Contractor's Space
- .19 Light manufacturing, as defined;
- .20 Hotels and Inns;

- .21 Warehousing and Distribution (300' minimum setback restriction from Route 100);
- .22 Day care centers and nursery schools, subject to the provisions of Sec. 408A and Site Plan Review;
- .23 Day care center adult for no more than 20 persons; subject to Site Plan Review or Special Exception as required.
- ..24 Accessory structures of public utilities;
- .25 Above ground utility transmission lines not located within public ways;
- .26 Municipal Uses;
- 27 Uses and buildings accessory to those above; [Amended, effective 5/15/89]



## **204.6 Local Business District (LB) – Now VOC I**

The purpose of the Local Business District is to allow a limited range of local business and professional services for residential and rural areas within the Town. Site Plan Review is required for all uses and special exceptions, with the exception of single-family dwellings, bed & breakfast inns with three or fewer guest bedrooms, and day care homes. [Amended, effective 12/13/89]

204.6.1 The following uses are permitted within the LB District:

- .1 Retail stores provided that no individual store shall exceed 5,000 square feet floor area, and provided that there shall be no more than three stores in any structure or group of attached stores
- .2 Personal Services
- .3 Business and professional offices
- .4 Private clubs
- .5 Lodging houses
- .6 Restaurant
- .7 Private schools
- .8 Municipal Uses and Buildings
- .9 Sewer pumping stations, subject to the provisions of Sec. 420.4;
- .10 Buildings accessory to single family dwellings [Amended, effective 8/10/98]
- .11 Timber harvesting [Amended, effective 10/26/98]
- .12 Landscaping services [Adopted, effective 11/22/99]
- .13 Telecommunications Facilities, subject to Site Plan Review and the provisions of Sec. 433. [Adopted, effective 12/13/99]
- .14 Uses and buildings accessory to those above.

## **204.10 Village Office Commercial I (VOCI)**

The purpose of the Village Office Commercial I district is to provide substantial areas for integrated development of professional offices and related businesses in a park or campus-like setting which are of a unified architectural design and landscaping, compatible with the natural surroundings. [Adopted, effective 10/22/07]

All development in this district shall be consistent with the Town of Cumberland Route 100 Design Standards.

204.11.1 The following uses are permitted within the VOC I District: [Amended, effective 6/28/10]

- .1 Business and professional offices with drive-through facilities;
- .2 Commercial schools;
- .3 Commercial health and recreation facilities;
- .4 Outdoor recreation facilities;
- .5 Municipal Uses;
- .6 Sewer pumping stations, subject to the provisions of Sec. 419.4;
- .7 Timber harvesting, subject to provisions of Section 429; [Amended, effective 10/26/98]
- .8 Multiplex dwellings;

- .9 Riding stables and schools;
- .10 Bed and Breakfasts;
- .12 Contractor's Space
- .13 Residential care facilities, subject to the provisions of Sec. 432, except that for the purposes of this District, those provisions shall be modified as follows: [Amended, effective 6/14/99]
  - .A The total gross area of all building footprints on the site shall not exceed thirty thousand square feet for each four acres of lot area. Additional building footprints of 30,000 square feet shall be permitted for each additional land area increment of four acres.
  - .B The parking requirement included in Section 432 may be reduced upon a positive finding by the Board that the proposed use does not, in practice, require the amount stated in the standard.
- .14 Light manufacturing, as defined;
- .15 Antenna; as defined in Sec. 100, subject to Site Plan Review, and Section 433; [Adopted, effective 12/13/99]
- .16 Day care centers and nursery schools, subject to the provisions of Sec. 408A and Site Plan Review;
- .17 Day care center adult for no more than 20 persons; subject to Site Plan Review or Special Exception as required.
- .18 Agriculture Uses [Amended, effective 11/12/07]
- .19 Accessory structures of public utilities;

# ITEM 12-100

To consider and act on amendments to the Victualer's License Ordinance as recommended by the Ordinance Committee



**TOWN OF CUMBERLAND  
TEMPORARY VICTUALER'S LICENSE ORDINANCE**

THE TOWN OF CUMBERLAND HEREBY ORDAINS that the Revised and Codified Ordinances of the Town of Cumberland, Maine, be amended by adding a new Chapter XVI – Temporary Victualer's License.

**SECTION 1. DEFINITIONS:**

The following definitions shall apply to the interpretation and enforcement of this Ordinance:

**TEMPORARY VICTUALER** shall mean any non-profit or civic group that operates any Temporary Vending Unit at not more than 12 public events per calendar year, but specifically shall not include the operation of a farm stand selling home grown produce or sale of food or drink from a temporary sidewalk stand operated by minors immediately adjacent to their residence.

**TEMPORARY VENDING UNIT** shall mean any Temporary Victualer that prepares or dispenses food for consumption by the public that operates at a fixed location for a period of time in conjunction with an event or celebration.

**SECTION 2. LICENSE REQUIRED:**

It shall be unlawful for any person who does not possess a Temporary Victualer's License granted by the Municipal Officers and issued by the Town Clerk to operate any Temporary Vending in the Town of Cumberland. Applications for such license shall be procured from the Town Clerk, completed and signed by the applicant and filed with the Town Clerk for submission to the Municipal Officers, and shall bear the recommendation of the Health Officer as to the approval or disapproval of the granting of the license. The Town Council may also request a recommendation from the Fire Chief, Building Inspector, and Police Chief if deemed necessary. All licenses shall expire on the last day of June.

**SECTION 3. SAFETY & SANITARY REQUIREMENTS:**

Where applicable, all Temporary Vending Units must comply with all the Town and State Ordinances, laws and regulations as to the Building, Exit and Plumbing Codes and Regulations, 101 Life Safety Code, and the State of Maine Rules relating to eating and lodging places and all licensees must fully comply with the following items as to safety and sanitation.

1. All rooms in which food and drink are prepared or in which utensils are washed shall be well lighted and ventilated.
2. All walls, floors and ceilings shall be kept clean and in good repair.

3. When flies are prevalent, all openings into the outer air shall be effectively screened and doors shall be self-closing, unless other effective means are provided to prevent the entrance of flies.
4. There shall be at least one toilet and sink with hand soap, and with a self-closing door, on the premises of all restaurants which provide facilities to consume food or alcoholic beverages on the premises or when 8 or more persons are employed at any one time there shall be provided at least one toilet and sink for each sex. All toilet rooms shall be kept in clean condition, in good repair, well lighted and ventilated.
5. All equipment and utensils, including display cases, windows, counters, shelves, tables, refrigerators, stoves, hoods and sinks shall be clean and free from dust, dirt, insects and other contaminating material.
6. All multi-use utensils used in the preparation or serving of food or drink shall be thoroughly cleaned and subjected to an approved bactericidal process after each usage and shall be stored in a clean, dry place protected from flies, dust and other contamination as far as practicable.
7. All garbage and trash shall be kept in suitable covered receptacles until properly disposed of.
8. All food and drink shall be clean, free from spoilage and so prepared as to be safe for human consumption and shall be stored as to be protected from dust, flies, vermin, rodents and other contamination, and at a temperature appropriate to good food handling practices.
9. Adequate and convenient hand washing facilities shall be provided, including hot and cold water, soap and clean towels where any food is prepared. No employee shall resume work after using the toilet room without first washing his/her hands.
10. All employees shall wear clean garments and shall keep their hands clean at all times while engaged in handling food, drink, utensils or equipment.
11. The premises shall be kept clean and free from litter and rubbish.
12. No person who is infected with any disease in a communicable form or is a carrier of such disease shall work in any licensed premises or be employed by any licensee. If the licensee or manager suspects that any employee is infected with any such disease or is a carrier thereof, he/she shall immediately notify the Health Officer.
13. When the Health Officer has cause to believe that the possibility of transmission of infection from any such employee exists, the Health Officer is authorized to require any or all of the following:

- (a) The immediate exclusion of the employee from all restaurants.
  - (b) The immediate closing of the premises concerned until no further danger of disease outbreak exists.
  - (c) Adequate medical examinations of the employee and his/her associates with such laboratory examinations as may be required by the Health Officer after consultation.
- 14. The temperature of all vending machines offering hot potentially hazardous foods shall be kept at 140 degree Fahrenheit or above.
  - 15. The temperature of all vending machines offering cold potentially hazardous foods shall be kept at 45 degrees Fahrenheit or below.

#### **SECTION 5. INSPECTION:**

At least once every twelve (12) months, the Health Officer or other authorized representatives shall inspect every Temporary Vending Unit located within the Town of Cumberland. In case they discover the violation of any item of safety or sanitation, they shall notify the licensee in writing of same and shall make a second inspection after the lapse of such time as they deem necessary for the defect to be remedied. If after the second inspection, the violation is not remedied, a re-inspection fee shall be charged. Any violation of the same item of this Ordinance on such second inspection shall call for an immediate suspension of the license. The person operating the Temporary Vending Unit shall upon the request of the Health Officer or their authorized representatives, permit access to all parts of premises for such inspections and shall permit copying any and all records of food purchased. If the Health Officer or authorized representative deems it necessary, an inspection can be conducted at any time during regular business hours.

#### **SECTION 6. SUSPENSION & REVOCATION:**

The Municipal Officers may suspend or revoke a license under this Ordinance for serious or repeated violations of the terms of the Ordinance if the Municipal Officers determine that the licensee is unfit to hold a license. Such suspension or revocation may occur only after an investigation and hearing by the Municipal Officers, notice of such hearing being served upon such licensee or left at the licensee's premises at least three (3) days before the time set for said hearing.

#### **SECTION 7. REINSTATEMENT OF LICENSE:**

The licensee may at any time after said suspension make application in writing for reinstatement of said license to the Municipal Officers who has suspended said license representing that the condition for which the suspension was imposed has been corrected. The Health Officer shall within three (3) working days after the receipt of said application make a re-inspection of said premises. If the Municipal Officers find based upon the report of re-inspection that said licensee is again complying with the terms of this Ordinance,



reinstatement of the license will be placed on the agenda of the next available meeting for consideration.

Should the Health Officer fail to find the condition corrected to his/her satisfaction, the officer may make re-inspections at such future times as he/she may deem reasonable. In the event said licensee does not satisfactorily comply with the requirements of the officer after such suspension or if said officer does not re-inspect as stated above, either party may apply to the Municipal Officers for a hearing in the manner provided above and the Municipal Officers shall conduct said hearing and thereafter revoke, indefinitely suspend or reinstate said license. An expedited hearing may be held at the written request of the licensee if the Council, in its sole discretion, so decides. Repeated incidents of such suspensions shall be considered a valid reason for revocation of said license.

#### **SECTION 8. PENALTY:**

Any person who violates any provision of the Ordinance shall be subject to a fine of \$50.00 for each day of violation and each and every violation of the provisions of this Ordinance shall constitute a separate offense.

#### **SECTION 9. PRIOR ORDINANCE, RULES & REGULATIONS REPEALED:**

All prior Ordinances, rules and regulations pertaining to Victualer's licenses are hereby repealed; however, all outstanding Victualer's licenses shall remain valid until their expiration date, but subject to the suspension and revocation provisions of this Ordinance for failure to comply with the health and safety provision and also subject to the penalty provisions herein set forth.

Adopted: July, 1979

Amended:

May 15, 1997

July 25, 2005

September 26, 2005

**Attested copy:**

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Tamara O'Donnell  
Town Clerk

## TOWN OF CUMBERLAND

### **TEMPORARY VICTUALER'S LICENSE, and VENDING VICTUALER'S LICENSE** **ORDINANCE**

THE TOWN OF CUMBERLAND HEREBY ORDAINS that the Revised and Codified Ordinances of the Town of Cumberland, Maine, be amended by adding a new Chapter XVI – Victualer's and Vending Victualer's License.

#### **SECTION 1. DEFINITIONS:**

The following definitions shall apply to the interpretation and enforcement of this Ordinance:

**TEMPORARY VICTUALER** shall mean any non-profit or civic group person who serves food or drink prepared for consumption by the public and that operates any "Eating Establishment", "Eating and Lodging Places", Temporary Vending Unit (at not more than 12 public events per calendar year)s, Vending Machines, and Mobile Vending Units as herein defined within the Town of Cumberland, but specifically shall not include the operation of a farm stand selling home grown produce or sale of food or drink from a temporary sidewalk stand operated by minors immediately adjacent to their residence.

**EATING ESTABLISHMENT** shall mean any place where food or drink is prepared and served, or served to the public for consumption on or off the premises, which includes, but is not limited to restaurant, coffee shop, cafeteria, short order café, luncheonette, sandwich stand, soda fountain, caterers preparing food in Cumberland and all other eating or drinking establishments. However, this shall not include Temporary Vending Units or Vending Machines, nor premises operated by the town's School Department, hospital, or charitable and civic organizations.

**EATING AND LODGING PLACES** shall mean every building or structure or any part thereof kept, used as, maintained as, advertised as or held out to the public to be a place where eating and sleeping accommodations or sleeping accommodations are furnished to the public, including but not limited to, businesses such as hotels, motels, guest homes, cottages and bed and breakfasts.

**EMPLOYEE** shall mean any person who handles food or drink during its preparation or serving, or who comes in contact with any eating or cooking utensils, or who is employed in a room in which food or drink is prepared or served.

**HEALTH OFFICER** shall mean the Health Officer of the Town of Cumberland or his/her authorized representatives.

**MOBILE VENDING UNIT** shall mean any vehicle which is used for the sale there from at retail of any prepared food, sandwiches, drinks, ice cream or similar dairy produce, and travels from place to place for the sale thereof, but not including vehicles used for the transportation of milk and dairy products or bread and bakery products for sale or delivery to homes and business establishments.



**PERSON** shall mean any individual, firm, corporation, association, or other legal entity.

**POTENTIALLY HAZARDOUS FOOD** means any food that consists in whole or in part of milk or milk products, eggs, meat, poultry, fish, shellfish, edible crustacean, or their ingredients, in form capable of supporting rapid and progressive growth of infectious or toxigenic micro-organisms. The term does not include foods which have a PH level of 4.6 or below or a water activity value of .85 or less.

**TEMPORARY VENDING UNIT** shall mean any vending unit which is used for the sale there from at retail of any prepared food, sandwiches, drinks, ice cream or similar dairy products, including vending units which offer samples, and shall include a restaurant operating for a temporary period in connection with a fair, carnival, circus, public exhibition or other similar gathering. Temporary shall mean for use 8 days or fewer consecutive days.

**VENDING MACHINE** shall mean any self-service device offering potentially hazardous foods for public use which, upon insertion of a coin, coins or token or by other similar means, dispenses unit servings of food without the necessity of replenishing the device between vending operations.

**TEMPORARY VENDING UNIT** shall mean any **Temporary Victualer** food service establishment that prepares or dispenses food for off-premises consumption by the public that operates at a fixed location for a period of time in conjunction with an single event or celebration.

**UTENSILS** shall include any kitchenware, tableware, glassware, cutlery, utensils, containers or other equipment with which food or drink comes in contact during storage, preparation, transporting or serving.

## **SECTION 2. LICENSE REQUIRED:**

It shall be unlawful for any person who does not possess a **Temporary** Victualer's License granted by the Municipal Officers and issued by the Town Clerk to operate any **Temporary Vending Unit** Eating Establishment, Eating and Lodging Places in the Town of Cumberland. It shall also be unlawful for any person to own or operate a Temporary Vending Unit, Mobile Vending Unit, or Vending Machine in the Town of Cumberland who does not possess a Victualer's Vending License granted by the Town Council. Such license shall be posted in a conspicuous place. Only persons who comply with the requirements of this Ordinance shall be entitled to receive and retain such a license. Applications for such license shall be procured from the Town Clerk, completed and signed by the applicant and filed with the Town Clerk for submission to the Municipal Officers, and shall bear the recommendation of the Fire Chief, Building Inspector if requested, and the Health Officer as to the approval or disapproval of the granting of the license. The Town Council may also request a recommendation from the **Fire Chief, Building Inspector, and** Police Chief if deemed necessary. **All licenses shall expire on the last day of June.**



### **SECTION 3. LICENSE FEES:**

— The fees for such licenses and re-inspection fees shall be set by order of the Town Council to reflect a portion of the administrative cost of the processing of the license application.

No Victualer's license shall be issued to any applicant until the required fee is paid in full and all such licenses shall expire on the last day of June.

### **SECTION 34. SAFETY & SANITARY REQUIREMENTS:**

Where applicable, All Eating Establishments, and Eating and Lodging Places, and where applicable, all Temporary Vending Units, Vending Units and Machines, and Mobile Vending Units, must comply with all the Town and State Ordinances, laws and regulations as to the Building, Exit and Plumbing Codes and Regulations, 101 Life Safety Code, and the State of Maine Rules relating to eating and lodging places and all licensees must fully comply with the following items as to safety and sanitation.

1. All rooms in which food and drink are prepared or in which utensils are washed shall be well lighted and ventilated.
2. All walls, floors and ceilings shall be kept clean and in good repair.
3. When flies are prevalent, all openings into the outer air shall be effectively screened and doors shall be self-closing, unless other effective means are provided to prevent the entrance of flies.
4. There shall be at least one toilet and sink with hand soap, and with a self-closing door, on the premises of all restaurants which provide facilities to consume food or alcoholic beverages on the premises or when 8 or more persons are employed at any one time there shall be provided at least one toilet and sink for each sex. All toilet rooms shall be kept in clean condition, in good repair, well lighted and ventilated.
5. All equipment and utensils, including display cases, windows, counters, shelves, tables, refrigerators, stoves, hoods and sinks shall be clean and free from dust, dirt, insects and other contaminating material.
6. All multi-use utensils used in the preparation or serving of food or drink shall be thoroughly cleaned and subjected to an approved bactericidal process after each usage and shall be stored in a clean, dry place protected from flies, dust and other contamination as far as practicable.
7. All garbage and trash shall be kept in suitable covered receptacles until properly disposed of.
8. All food and drink shall be clean, free from spoilage and so prepared as to be safe for human consumption and shall be stored as to be protected from dust,

flies, vermin, rodents and other contamination, and at a temperature appropriate to good food handling practices.

9. Adequate and convenient hand washing facilities shall be provided, including hot and cold water, soap and clean towels where any food is prepared. No employee shall resume work after using the toilet room without first washing his/her hands.
10. All employees shall wear clean garments and shall keep their hands clean at all times while engaged in handling food, drink, utensils or equipment.
11. The premises shall be kept clean and free from litter and rubbish.
12. No person who is infected with any disease in a communicable form or is a carrier of such disease shall work in any licensed premises or be employed by any licensee. If the licensee or manager suspects that any employee is infected with any such disease or is a carrier thereof, he/she shall immediately notify the Health Officer.
13. When the Health Officer has cause to believe that the possibility of transmission of infection from any such employee exists, the Health Officer is authorized to require any or all of the following:
  - (a) The immediate exclusion of the employee from all restaurants.
  - (b) The immediate closing of the premises concerned until no further danger of disease outbreak exists.
  - (c) Adequate medical examinations of the employee and his/her associates with such laboratory examinations as may be required by the Health Officer after consultation.
14. The temperature of all vending machines offering hot potentially hazardous foods shall be kept at 140 degree Fahrenheit or above.
15. The temperature of all vending machines offering cold potentially hazardous foods shall be kept at 45 degrees Fahrenheit or below.
16. — Permitted sales locations. Mobile Vending Units shall be limited to sales on or from public rights of way in residential zones only, where such public rights of way have a posted speed limit of twenty five (25) miles per hour or less.
17. — Sales prohibited. No Mobile Vending Unit shall stop at any time for the purpose of making such sales if such stop is located within one thousand (1,000) feet of a permanent food service establishment. No Mobile Vending Unit shall enter any town property designated as a park, recreation area, or open space at any time at which a non profit organization or a booster



organization affiliated with SAD 51 is present and selling prepared food, sandwiches, drinks, ice cream or similar dairy produce.

18. Length of stop. No Mobile Vending Unit shall stop on a public right-of-way in a residential zone for more than fifteen minutes. An ice cream truck shall operate its four-way flashers whenever stopped.

19. Hours of operation. Mobile Vending Units shall only operate from 11:00 am to 8:00 pm.

20. License, insurance required. Each Mobile Vending Unit shall be required to be separately licensed under this article and to provide the Town Clerk evidence of public liability insurance in an amount of not less than three hundred thousand dollars (\$300,000), with the town named as an addition insured on the policy.

21. Cost of licenses and expiration date. The cost of a license for a Mobile Vending Unit shall be set by Order of the Town Council. The expiration date for such license shall also be set by Order. Each Mobile Vending Unit shall be required to be separately licensed by the Town.

22. Passengers prohibited. No Mobile Vending Unit shall carry any passenger not employed by the license holder.

## **SECTION 5. INSPECTION:**

At least once every twelve (12) months, the Health Officer, Building Inspector, and Fire Chief, or other authorized representatives, shall inspect every Eating Establishment, Eating and Lodging Place, Temporary Vending Unit, Mobile Vending Unit, and Vending Machine located within the Town of Cumberland. In case they discover the violation of any item of safety or sanitation, they shall notify the licensee in writing of same and shall make a second inspection after the lapse of such time as they deem necessary for the defect to be remedied. If after the second inspection, the violation is not remedied, a re-inspection fee shall be charged. Any violation of the same item of this Ordinance on such second inspection shall call for an immediate suspension of the license. The person operating the Eating Establishment, Eating and Lodging Place, Temporary Vending Unit, Mobile Vending Unit, and Vending Machine shall upon the request of the Health Officer or Fire Chief, or their authorized representatives, permit access to all parts of premises for such inspections and shall permit copying any and all records of food purchased. If the Health Officer, Fire Chief or the Building Inspector or authorized representative deems it necessary, an inspection can be conducted at any time during regular business hours.

## **SECTION 6. SUSPENSION & REVOCATION:**

The Municipal Officers may suspend or revoke a license under this Ordinance for serious or repeated violations of the terms of the Ordinance if the Municipal Officers determine that the licensee is unfit to hold a license. Such suspension or revocation may occur only after an investigation and hearing by the Municipal Officers, notice of such



hearing being served upon such licensee or left at the licensee's premises at least three (3) days before the time set for said hearing.

#### **SECTION 7. REINSTATEMENT OF LICENSE:**

The licensee may at any time after said suspension make application in writing for reinstatement of said license to the Municipal Officers who has suspended said license representing that the condition for which the suspension was imposed has been corrected. The Health Officer, ~~Building Inspector or Fire Chief~~ shall within three (3) working days after the receipt of said application make a re-inspection of said premises. If the Municipal Officers find based upon the report of re-inspection that said licensee is again complying with the terms of this Ordinance, reinstatement of the license will be placed on the agenda of the next available meeting for consideration.

Should the Health Officer, ~~Building Inspector or Fire Chief~~ fail to find the condition corrected to his/her satisfaction, the officer may make re-inspections at such future times as he/she may deem reasonable. In the event said licensee does not satisfactorily comply with the requirements of the officer after such suspension or if said officer does not re-inspect as stated above, either party may apply to the Municipal Officers for a hearing in the manner provided above and the Municipal Officers shall conduct said hearing and thereafter revoke, indefinitely suspend or reinstate said license. An expedited hearing may be held at the written request of the licensee if the Council, in its sole discretion, so decides. Repeated incidents of such suspensions shall be considered a valid reason for revocation of said license.

#### **SECTION 8. PENALTY:**

Any person who violates any provision of the Ordinance shall be subject to a fine of \$50.00 for each day of violation and each and every violation of the provisions of this Ordinance shall constitute a separate offense.

#### **SECTION 9. PRIOR ORDINANCE, RULES & REGULATIONS REPEALED:**

All prior Ordinances, rules and regulations pertaining to Victualer's licenses are hereby repealed; however, all outstanding Victualer's licenses shall remain valid until their expiration date, but subject to the suspension and revocation provisions of this Ordinance for failure to comply with the health and safety provision and also subject to the penalty provisions herein set forth.

Adopted: July, 1979

Amended:

May 15, 1997

July 25, 2005

September 26, 2005

**Attested copy:**

Tamara O'Donnell  
Town Clerk

# ITEM 12-101

To set a Public Hearing date (July 9<sup>th</sup>) to consider and act on a Mass Gathering Permit for the Maine Principals Association High School Class A, B & C Regional Cross Country Championships to be held on Saturday, October 20<sup>th</sup> from 9:00 a.m. to 3:00 p.m. at Twin Brook Recreation Facility

**Materials will be ready in  
time for July 9th Public Hearing**



# ITEM

## 12-102

To set a Public Hearing date (July 9<sup>th</sup>) to consider and act on a Mass Gathering Permit for the New England High School Athletic Council Cross Country Championships to be held on Saturday, November 10<sup>th</sup> from 9:00 a.m. to 3:00 p.m. at Twin Brook Recreation Facility

**Materials will be ready in  
time for July 9th Public Hearing**

# ITEM

## 12-103

To accept donations on behalf of the Fire Department in memory of  
William Lyford and Beatrice Burnell in the amount of \$320.00  
to be used to purchase equipment



# MEMORANDUM

## FINANCE OFFICE

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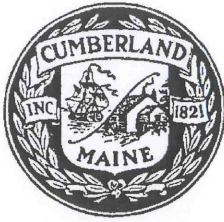
To: Bill Shane  
From: Alex Kimball  
Subject: Donations  
Date: 06/04/2012

Please accept miscellaneous donations totaling \$320 in memory of William Lyford and \$180 in memory of Beatrice Burnell, to be used to help pay for Fire Department equipment.



# ITEM 12-104

FY'13 Town Council Committee Assignments



# Memorandum

Town of Cumberland  
290 Tuttle Road  
Cumberland, ME 04021  
Ph: 829-5559 • Fax 829-2224

**To:** Town Council  
**From:** Brenda Moore  
**Date:** June 18, 2012  
**RE:** 2012-2013 Council Assignment

## The following is the list of assignments for 2012/13:

### AD HOC COMMITTEES:

Board of Appeals	<u>Councilor Turner</u>
Coastal Waters Commission	<u>Councilors Gruber</u>
Cool Cities Committee	<u>Councilor Copp</u>
Housing Authority	<u>Councilor Stiles</u>
Lands & Conservation Commission	<u>Councilors Gruber and Moriarty</u>
Planning Board	<u>Councilor <del>Moriarty</del> Gruber</u>
Prince Memorial Library Advisory Board	<u>Councilor Moriarty</u>
Recreation/Community Education Advisory Board	<u>Councilor Storey-King</u>
Rines Forest Committee	<u>Councilor Moriarty</u>
Shellfish Conservation Commission	<u>Councilors Gruber</u>
Twin Brook Advisory Committee	<u>Councilors Gruber, Moriarty and Storey-King</u>
Val Halla Board of Trustees	<u>Councilors Stiles, <del>Perfetti</del> and Turner</u>
Veteran's Monument Committee	<u>Councilor Moriarty</u>

### COUNCIL COMMITTEES:

Board/Committee Nominating Committee	<u>Councilor Copp, Perfetti, and Turner</u>
Circuit Breaker Committee	<u>Councilors Stiles, Copp and Storey-King</u>
Cumberland/No. Yarmouth Joint Liaison Comm.	<u>Councilors Moriarty, Stiles and Turner</u>
Growth Ordinance & Impact Fee Committee	<u>Councilors Copp, Gruber &amp; Storey-King</u>
Falmouth/Cumberland Chamber of Commerce	<u>Alyssa Daniels/Councilor Turner</u>
Finance Committee	<u>Councilors Stiles, and Gruber</u>
Greater Portland Council of Government	<u>Councilor Turner</u>
Ordinance Committee	<u>Councilors Moriarty, Storey-King, and Turner</u>
TIF Committee	<u>Councilors Gruber, Turner and Stiles</u>
ECOMAINE (RWS)	<u>Susan McGinty</u>
ECOMAINE – Alternate	<u>Manager Shane</u>



# Memorandum

Town of Cumberland  
290 Tuttle Road  
Cumberland, ME 04021  
Ph: 829-5559 • Fax 829-2224

To: Town Council  
From: Brenda Moore  
Date: June 20, 2011  
RE: 2011-2012 Council Assignment

## The following is the list of assignments for 2011/12:

### AD HOC COMMITTEES:

Board of Appeals	<u>Councilor Turner</u>
Coastal Waters Commission	<u>Councilors Gruber</u>
Cool Cities Committee	<u>Councilor Copp</u>
Housing Authority	<u>Councilor Stiles</u>
Lands & Conservation Commission	<u>Councilors Gruber and Moriarty</u>
Planning Board	<u><del>Councilor Moriarty</del></u>
Prince Memorial Library Advisory Board	<u>Councilor Moriarty</u>
Recreation/Community Education Advisory Board	<u>Councilor Storey-King</u>
Rines Forest Committee	<u>Councilor Moriarty</u>
Shellfish Conservation Commission	<u>Councilors Gruber</u>
Twin Brook Advisory Committee	<u>Councilors Gruber, Moriarty and Storey-King</u>
Val Halla Board of Trustees	<u>Councilors Stiles, <del>Perfetti</del> and Turner</u>
Veteran's Monument Committee	<u>Councilor Moriarty</u>

### COUNCIL COMMITTEES:

Board/Committee Nominating Committee	<u>Councilor Copp, Perfetti, and Turner</u>
Circuit Breaker Committee	<u>Councilors Stiles, Copp and Storey-King</u>
Cumberland/No. Yarmouth Joint Liaison Comm.	<u>Councilors Moriarty, Stiles and Turner</u>
Growth Ordinance & Impact Fee Committee	<u>Councilors Copp, Gruber &amp; Storey-King</u>
Falmouth/Cumberland Chamber of Commerce	<u>Alyssa Daniels/Councilor Turner</u>
Finance Committee	<u>Councilors Stiles, and Gruber</u>
Greater Portland Council of Government	<u>Councilor Turner</u>
Ordinance Committee	<u>Councilors Moriarty, Storey-King, and Turner</u>
TIF Committee	<u>Councilors Gruber, Turner and Stiles</u>
ECOMAINE (RWS)	<u>Susan McGinty</u>
ECOMAINE – Alternate	<u>Manager Shane</u>



## Brenda Moore

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**From:** Stephen W. Moriarty <smoriarty@nhdlaw.com>  
**Sent:** Thursday, June 07, 2012 9:16 AM  
**To:** Brenda Moore  
**Subject:** RE: Town Council Committee Assignments

I will step down from the Planning Board liason position. I'm not sure if the Veterans Monument Committee is going to be maintained as a standing committee – I think it could be phased out for the time being, but that will be Bill's call.

---

**From:** Brenda Moore [<mailto:bmoore@cumberlandmaine.com>]  
**Sent:** Thursday, June 07, 2012 9:11 AM  
**To:** Council Members  
**Cc:** Bill Shane  
**Subject:** Town Council Committee Assignments

Good morning,

Attached is the current committee assignment list. At your June 18<sup>th</sup> meeting, you will be making assignments for the upcoming year. Please let me know if you would like to keep or drop your current committees and which new ones you may be interested in.

Thank you,

*Brenda Moore  
Administration Executive Assistant  
Town of Cumberland  
290 Tuttle Road  
Cumberland, ME 04021  
(207)829-2205*

Please be advised that pursuant to Title 1 M.R.S.A. Section 402(3), a public record includes any written, printed or graphic matter or any mechanical or electronic data in the possession or custody of an agency or public official that has been received or prepared for use in connection with the transaction of public or governmental business and contains information relating to the transaction of said business; therefore, the public is advised that any correspondence, whether by traditional method or e-mail with Town offices or Town officials, with certain limited exceptions, is public record and is available for review by any interested party.

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# ITEM 12-105

To appoint members to various Boards/Committees

5:30

\* Energy Advisory  
Comm.

**KATE L BALDACCI**  
22 Columbus Ave  
Waltham, MA 02451  
617-312-2646  
Email: [klbaldacci@gmail.com](mailto:klbaldacci@gmail.com)

---

#### KEY STRENGTHS & SKILLS

Project Management  
Facilitation/Consensus Building  
Quantitative Analysis

Outreach  
Efficiency Improvement  
Presentations/Trainings

#### EXPERIENCE

##### 2007-Present

*Commercial Program Manager*

*Consortium for Energy Efficiency*

*Boston, Massachusetts*

Responsible for building consensus on effective design and implementation of commercial energy efficiency programs.

Project Responsibilities:

- Facilitate consensus with stakeholders in government (EPA, DOE), efficiency organizations, manufacturers and distributors to develop national approaches to increase the energy-efficiency of lighting in the commercial arena
- Develop advanced specifications for products covered under CEE Initiatives and lead committee participation in the development and revision of ENERGY STAR specifications
- Produce white papers that summarize energy savings, market potential, supply chain barriers and opportunities
- Conduct critical review of secondary research on energy-efficient technologies
- Frame market and technical concepts for consideration by committees

##### 2007

*Consultant*

*Hagen & Co.*

*Marblehead, Massachusetts*

Responsible for leading clients to solve problems and identify root cause using the scientific method of CFA™. Managed projects in the pharmaceutical, food and beverage and paper manufacturing industries. Assisted in business development and marketing initiatives.

Project Responsibilities and Results:

- Led client to solution that reduced waste by 50%, saving an annualized value of \$600,000
- Contributed to improvement cycle initiative designed to reduce waste and improve efficiency of bakery. Waste savings valued at \$900,000 annually
- Conducted trainings in problem-solving methodology and driving improvement in organizations

##### 2005 - 2007

*Validation Engineer/Specialist*

*Validation Specialists, LLC*

*Boston, Massachusetts*

Responsible for validation engineering development operations to support the manufacture of cGMP drug substances.



**KATE L BALDACCI**  
22 Columbus Ave  
Waltham, MA 02451  
617-312-2646  
*Email: klbaldacci@gmail.com*

---

**2003-2005**

***Instructor/ Research Assistant***

***Brandeis University***

***Boston, Massachusetts***

Delivered lectures, advised students, and graded for undergraduate and graduate level courses, including Stem Cell Research, Biology Laboratory, and Forensic Science.

## **CONTRIBUTIONS/PUBLICATIONS**

**2010**

***Proceedings of the American Council for an Energy Efficient Economy Summer Study***

**Baldacci, K.L., Eaton, E., Foster, R et al.** "Defining a Framework for Comprehensive Commercial and Residential Lighting Programs" *ACEEE* (2010).

**2009**

***Journal of Validation Technology***

Kendrick, K., Canhoto, A., Kreuze, M. "Analysis of Degradation Properties of Biopharmaceutical Active Ingredients as Caused by Various Process Cleaning Agents and Temperature" *JVT* (Summer 2009).

**2005**

***Developmental Neuroscience***

Dore, J.J., Crotty, K.L, Birren, S.B. "Inhibition of glial maturation by bone morphogenetic protein-2 in a neural crest-derived cell line" *Dev Neurosci* 27, 37-48 (2005).

## **EDUCATION**

**May 2005**

**Master of Science in Molecular Biology/ Neuroscience (Honors)**

*Brandeis University, Waltham, Massachusetts*

**May 2003**

**Bachelor of Science in Cellular and Molecular Biology, Minor in French (*Phi Beta Kappa, Magna Cum Laude*)**

*Skidmore College, Saratoga Springs, New York*

**Mar - June 2002**

**Exchange Program for Studies in Genetics**

*University of Melbourne, Melbourne, Australia*

**Aug - Dec 2001**

**Exchange Program for Studies in French and Art History**

*Université de Paris IV, Sorbonne, France*

## **VOLUNTEER WORK AND COMMUNITY INVOLVEMENT**

**2011**

**Sustainable Business Leader Program**

*Volunteer for business development events*

**2009-Present**

**Friends of the Waltham Public Library**

*Member and service for fund-raising development and events*

**2006-2010**

**Newton Green Decade Coalition**

*Eco-team leader/member of Energy Committee*

**2005-2011**

**National MS Society**

*Service during fund-raising events*

5:40

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



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

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> BOARD OF ADJUSTMENT & APPEALS | <input type="checkbox"/> PRINCE MEMORIAL LIBRARY ADVISORY BOARD             |
| <input type="checkbox"/> BOARD OF ASSESSMENT REVIEW               | <input type="checkbox"/> LANDS & CONSERVATION COMMISSION                    |
| <input type="checkbox"/> BOARD OF SEWER APPEALS                   | <input checked="" type="checkbox"/> PERSONNEL APPEALS BOARD                 |
| <input type="checkbox"/> PLANNING BOARD                           | <input checked="" type="checkbox"/> RECREATION/ COMMUNITY ED ADVISORY BOARD |
| <input type="checkbox"/> COASTAL WATERS COMMISSION                | <input type="checkbox"/> RTE 88 BIKE/PED COMMITTEE                          |
| <input checked="" type="checkbox"/> DOANE PROPERTY DEV. COMMITTEE | <input type="checkbox"/> SHELLFISH CONSERVATION COMMISSION                  |
| <input type="checkbox"/> CUMBERLAND HOUSING AUTHORITY             | <input type="checkbox"/> VAL HALLA & REC CENTER BOARD OF TRUSTEES           |
| <input checked="" type="checkbox"/> RINES FOREST ADVISORY COMM    | <input type="checkbox"/> VETERANS MONUMENT COMMITTEE                        |
| <input checked="" type="checkbox"/> TWIN BROOK ADVISORY COMM      | <input checked="" type="checkbox"/> VILLAGE CENTER COMMITTEE                |
| <input type="checkbox"/> GREELY SCHOLARSHIP COMM                  |   |
| <input type="checkbox"/> COOL CITIES COMMITTEE                    |   |
| <input type="checkbox"/> COMPREHENSIVE PLAN COMMITTEE             |   |

PLEASE PRINT or TYPE

NAME: Sally Semmes Pierce  
 ADDRESS: 40 Winterberry Ct. CITY/STATE/ZIP Cumberland, Me 04021  
 TELEPHONE: Home: 829-3330 Work: \_\_\_\_\_ Cell: \_\_\_\_\_  
 EMAIL ADDRESS: pierce1396@aol.com

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

I just retired from the town of Falmouth. While there I learned about town government and became familiar with the different boards & committees. I would now like to get involved in my own town. I am interested in a variety of committees. I also worked as a human resources administrator for a number of years. Now that I have the time I would like give to the town. I would say that my skills are being mature with good common sense. Thank you for your consideration

ARE YOU AVAILABLE FOR EVENING MEETINGS? YES

DATE: 5/3/12 SIGNATURE: Sally Semmes Pierce

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

-----Town of Cumberland Use Only-----

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



5:50

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



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

- |   |   |
|---|---|
| <input type="checkbox"/> BOARD OF ADJUSTMENT & APPEALS    | <input type="checkbox"/> PRINCE MEMORIAL LIBRARY ADVISORY BOARD   |
| <input type="checkbox"/> BOARD OF ASSESSMENT REVIEW       | <input type="checkbox"/> LANDS & CONSERVATION COMMISSION          |
| <input type="checkbox"/> BOARD OF SEWER APPEALS           | <input type="checkbox"/> PERSONNEL APPEALS BOARD                  |
| <input type="checkbox"/> PLANNING BOARD                   | <input type="checkbox"/> RECREATION/ COMMUNITY ED ADVISORY BOARD  |
| <input type="checkbox"/> COASTAL WATERS COMMISSION        | <input type="checkbox"/> RTE 88 BIKE/PED COMMITTEE                |
| <input type="checkbox"/> DOANE PROPERTY DEV. COMMITTEE    | <input type="checkbox"/> SHELLFISH CONSERVATION COMMISSION        |
| <input type="checkbox"/> CUMBERLAND HOUSING AUTHORITY     | <input type="checkbox"/> VAL HALLA & REC CENTER BOARD OF TRUSTEES |
| <input type="checkbox"/> RINES FOREST ADVISORY COMM       | <input type="checkbox"/> VETERANS MONUMENT COMMITTEE              |
| <input type="checkbox"/> TWIN BROOK ADVISORY COMM         | <input type="checkbox"/> VILLAGE CENTER COMMITTEE                 |
| <input type="checkbox"/> GREELY SCHOLARSHIP COMM          |   |
| <input checked="" type="checkbox"/> COOL CITIES COMMITTEE |   |
| <input type="checkbox"/> COMPREHENSIVE PLAN COMMITTEE     |   |

PLEASE PRINT or TYPE

NAME: TED CHADBOURNE

ADDRESS: 50 Stockholm Dr CITY/STATE/ZIP Cumberland Ctr

TELEPHONE: Home: 829-6384 Work: \_\_\_\_\_ Cell: 415-2220

EMAIL ADDRESS: Ted Chadbourne

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

to help Town and residents convert to more renewable fuels for heating. Relevant experience with heat pumps, and built wood-fired electric generating plant using wood waste with co-generation, using low pressure turbine steam to dry lumber at Maine's most energy-efficient sawmill which I built and managed in Bethel 1959-1986

ARE YOU AVAILABLE FOR EVENING MEETINGS? yes except 1st Weds

DATE: June 10, 2012 SIGNATURE: Ted Chadbourne

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

More experience over 2

-----Town of Cumberland Use Only-----  
Date Application Received/Posted \_\_\_\_\_ Interview Date \_\_\_\_\_  
Committee/Board Nominated/Approved \_\_\_\_\_ Term Expiration \_\_\_\_\_



## BOARD OF ADJUSTMENTS AND APPEALS

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Andrew	Black	12/31/13	80 Idlewood Drive	Cumberland	ME	04021	829-6810	626-8835	<a href="mailto:andrew.black@state.me.us">andrew.black@state.me.us</a>
Ronald	Copp, Sr.	12/31/12	187 Gray Road	Cumberland	ME	04021	829-3966	829-3843	<a href="mailto:coppmotors@aol.com">coppmotors@aol.com</a>
David	Joyce	12/13/12		Cumberland	ME	04021			<a href="mailto:dbjoyce@gmail.com">dbjoyce@gmail.com</a>
VACANT									
Christian	Lewis	Alternate 12/31/12	19 Mill Road	Cumberland	ME	04021	829-9349	272-7111	<a href="mailto:clewis@hwdlaw.com">clewis@hwdlaw.com</a>
Matthew	Manahan	12/31/13	17 Cottage Farms Rd	Cumberland	ME	04021	829-5909	791-1189	<a href="mailto:mmanahan@pierceatwood.com">mmanahan@pierceatwood.com</a>
Michael	Martin	12/31/12	232 Foreside Rd	Cumberland Foreside	ME	04110	829-9115	775-0200	<a href="mailto:mmartin@petruccellimartin.com">mmartin@petruccellimartin.com</a>
Scott R.	Wyman	12/31/12	24 Crossing Brook Rd	Cumberland	ME	04021	829-3164	874-8100	<a href="mailto:rwyma1@maine.rr.com">rwyma1@maine.rr.com</a>
George	Turner	Council Liaison	4 Carriage Rd	Cumberland Foreside	ME	04110	781-3063	329-4495	<a href="mailto:gturner@cumberlandmaine.com">gturner@cumberlandmaine.com</a>
William	Longley	Town Staff	829-2206	<a href="mailto:wlongley@cumberlandmaine.com">wlongley@cumberlandmaine.com</a>					
Pam	Bosarge	Town Staff	829-2206	<a href="mailto:pbosarge@cumberlandmaine.com">pbosarge@cumberlandmaine.com</a>					

## BOARD OF ASSESSMENT REVIEW

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Robert	Crawford	12/31/13	163 Range Rd	Cumberland	ME	04021	829-3201	774-1200	<a href="mailto:rcrawford@mainelaw.com">rcrawford@mainelaw.com</a>
Jeff	Daigle	12/31/13	228 Foreside Rd.	Cumberland Foreside	ME	04021	653-7245	797-7777 x16	<a href="mailto:JeffDaig@aol.com">JeffDaig@aol.com</a>
Jerome	Gamache	12/31/13	32 Powell Road	Cumberland	ME	04021	829-8182	764-4824	<a href="mailto:jgamache@maine.rr.com">jgamache@maine.rr.com</a>
Mark	Stevens	12/31/12	1 Longmeadow Rd	Cumberland Foreside	ME	04110	781-3494	781-3236	<a href="mailto:mrstevens@msn.com">mrstevens@msn.com</a>
James	Thomas	12/31/12	45 Longwoods Road	Cumberland	ME	04021	829-9235	865-4743	<a href="mailto:jht@maine.rr.com">jht@maine.rr.com</a>
Bill	Healey	Town Staff	829-2206	<a href="mailto:bhealey@cumberlandmaine.com">bhealey@cumberlandmaine.com</a>					
Pam	Bosarge	Town Staff	829-2206	<a href="mailto:pbosarge@cumberlandmaine.com">pbosarge@cumberlandmaine.com</a>					

## BOARD OF SEWER APPEALS

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Donald	Fischer	12/31/13	33 York Ledge Drive	Cumberland Foreside	ME	04110	829-9131		<a href="mailto:dfischer@maine.rr.com">dfischer@maine.rr.com</a>
Donald H.	McKenna, Jr.	12/31/13	5 Frye Drive	Cumberland	ME	04021	829-5154		<a href="mailto:donm@blackbearmedical.com">donm@blackbearmedical.com</a>
Ralph	Oulton	12/31/12	145 Middle Rd	Cumberland	ME	04021	829-5764	828-3467	<a href="mailto:REOulton@mactec.com">REOulton@mactec.com</a>
Steve	Sloan	12/31/13	367 Main Street	Cumberland	ME	04021	829-5889	774-5961	<a href="mailto:ssloan2@maine.rr.com">ssloan2@maine.rr.com</a>
Eileen	Wyatt	12/31/13	363 Tuttle Road	Cumberland	ME	04021	829-5238		<a href="mailto:Elwyatt363@hotmail.com">Elwyatt363@hotmail.com</a>
VACANT									
Mike	Crosby	Town Staff	829-2205	<a href="mailto:mcrosby@cumberlandmaine.com">mcrosby@cumberlandmaine.com</a>					

## COASTAL WATERS COMMISSION

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Kathleen	Babeau	12/31/13	28 Hazeltine Drive	Cumberland	ME	04021	829-2145	615-3030	<a href="mailto:kwb707@gmail.com">kwb707@gmail.com</a>
Paul	Dugas	12/31/13	6 Ebb Tide Drive	Cumberland Foreside	ME	04110	847-3070		<a href="mailto:pidugas@maine.rr.com">pidugas@maine.rr.com</a>
Peter	Dion	12/31/12	13 Hedgerow Drive	Cumberland	ME	04021	829-5611	761-9116	<a href="mailto:padion@myfairpoint.net">padion@myfairpoint.net</a>
David	Fenderson	12/31/14	17 Stony Ridge Road	Cumberland Foreside	ME	04110	781-4240		<a href="mailto:davidoilman@yahoo.com">davidoilman@yahoo.com</a>
Lewis	Incze	12/31/13	3 Lanewood Road	Cumberland Foreside	ME	04110	781-4980	228-1676	<a href="mailto:lewisincze@gmail.com">lewisincze@gmail.com</a>
Craig	Kinney	12/31/12	17 Turnberry Dr.	Cumberland	ME	04021	829-8392	671-6108	<a href="mailto:kinneycraigs@yahoo.com">kinneycraigs@yahoo.com</a>
Jock	McDonald	12/31/13	23 Wildwood Blvd.	Cumberland Foreside	ME	04110	781-5443	415-9050	<a href="mailto:jockmcdonald16@gmail.com">jockmcdonald16@gmail.com</a>
John	Williams	12/31/12	21 Pinewood Dr	Cumberland	ME	04021	829-3077	775-0602	<a href="mailto:scopewilliams@aol.com">scopewilliams@aol.com</a>
Thomas	Gruber	Council Liaison	88 Foreside Road	Cumberland Foreside	ME	04021	781-4613		<a href="mailto:tgruber@cumberlandmaine.com">tgruber@cumberlandmaine.com</a>
Bill	Shane	Town Staff	829-2205	<a href="mailto:wshane@cumberlandmaine.com">wshane@cumberlandmaine.com</a>					
Debbie	Flanigan	Town Staff	829-5559	<a href="mailto:dflanigan@cumberlandmaine.com">dflanigan@cumberlandmaine.com</a>					

## CUMBERLAND ENERGY ADVISORY COMMITTEE

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Brita	Bonechi	12/31/12	34 Longwoods Road	Cumberland	ME	04021	829-6201		<a href="mailto:rbonechi@maine.rr.com">rbonechi@maine.rr.com</a>
David	Kaplan	12/31/13	223 Foreside Road	Cumberland Foreside	ME	04110	221-6433	252-9408	<a href="mailto:daveqdi@gmail.com">daveqdi@gmail.com</a>
Bill	Kenny	12/31/14	10 Whaleboat Lane	Cumberland Foreside	ME	04110	829-8277	409-6075	<a href="mailto:bkenny@maine.rr.com">bkenny@maine.rr.com</a>
Matt	Mecray	12/31/13	21 Meadow Lane	Cumberland	ME	04021	829-9242	829-6087	<a href="mailto:mmecray@maine.rr.com">mmecray@maine.rr.com</a>
Chessell	McGee	12/31/13	1 Lanewood Road	Cumberland Foreside	ME	04021	370-4249		<a href="mailto:chessell.mcgee@gmail.com">chessell.mcgee@gmail.com</a>
Adam	Pitcher	12/31/13	79 Woody Creek Ln	Cumberland	ME	04021	829-5288	253-7055	<a href="mailto:pitcher.adam@nne.sysco.com">pitcher.adam@nne.sysco.com</a>
Robert	Vail	12/31/13	16 Wild Way	Cumberland	ME	04021	829-5393	838-4753	<a href="mailto:Vailgeneral1@aol.com">Vailgeneral1@aol.com</a>
VACANT									
Ronald	Copp, Jr.	Council Liaison	25 Interurban Drive	Cumberland	ME	04021	829-4191	829-3843	<a href="mailto:rcopp@cumberlandmaine.com">rcopp@cumberlandmaine.com</a>
Alex	Kimball	Town Staff	829-2205	<a href="mailto:akimball@cumberlandmaine.com">akimball@cumberlandmaine.com</a>					

## CUMBERLAND HOUSING AUTHORITY

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Connie	Bingham	12/31/12	19 Brook Road	Cumberland	ME	04021	829-5713	774-5701	<a href="mailto:ccb@macpage.com">ccb@macpage.com</a>
James	Clifford	12/31/14	6 Coveside Road	Cumberland Foreside	ME	04110	899-2862	828-2005	<a href="mailto:jamesclifford@jam4escliffordlaw.com">jamesclifford@jam4escliffordlaw.com</a>
Joyce	Frost	12/31/14	33 Old Gray Rd	Cumberland	ME	04021	829-6175	773-2345	<a href="mailto:joycef@homesinmaine.com">joycef@homesinmaine.com</a>
Bill	Hansen	12/31/12	37 Pinewood Drive	Cumberland	ME	04021	829-4765	856-3696	<a href="mailto:bbskeh@gmail.com">bbskeh@gmail.com</a>
Norman	Maze, Jr.	12/31/13	3 Meadow Lane	Cumberland	ME	04021	829-2007	874-1080	<a href="mailto:nmaze@shalomhouseinc.org">nmaze@shalomhouseinc.org</a>
John	Raeke	12/31/12	229 Range Road	Cumberland	ME	04021	829-5013		<a href="mailto:jraeke@maine.rr.com">jraeke@maine.rr.com</a>
Eileen	Wyatt	12/31/13	363 Tuttle Road	Cumberland	ME	04021	829-5238		<a href="mailto:ELWyatt363@hotmail.com">ELWyatt363@hotmail.com</a>
William	Stiles	Council Liaison	226 Range Road	Cumberland	ME	04021	829-6679		<a href="mailto:wstiles@cumberlandmaine.com">wstiles@cumberlandmaine.com</a>
Carla	Nixon	Town Staff	829-2206	<a href="mailto:cnixon@cumberlandmaine.com">cnixon@cumberlandmaine.com</a>					
Pam	Bosarge	Town Staff	829-2206	<a href="mailto:pbosarge@cumberlandmaine.com">pbosarge@cumberlandmaine.com</a>					



## GREELY SCHOLARSHIP COMMITTEE (no defined terms)

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
VACANT									Must be School Administrator
Karen	Finnegan	None	17 Cumberland Commons	Cumberland	ME	04021	829-5312	450-2242	<a href="mailto:dkfinn@maine.rr.com">dkfinn@maine.rr.com</a>
Terry	Snow	None	PO Box 275	Cumberland	ME	04021	829-6689	829-6363	<a href="mailto:tnsnowlaw@aol.com">tnsnowlaw@aol.com</a>
Sandra	Wood	None	RR 2 Box 272	Winthrop	ME	04364		846-1156	

## LANDS & CONSERVATION COMMISSION

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Penny	Asherman	12/31/14	12 Hemlock	Cumberland	ME	04021	829-5315		<a href="mailto:pennyash@maine.rr.com">pennyash@maine.rr.com</a>
Ted	Chadbourne	12/31/12	50 Stockholm Drive	Cumberland	ME	04021	829-6384	415-2220	<a href="mailto:ted.chadbourne@gmail.com">ted.chadbourne@gmail.com</a>
Ellen	Hoffman	12/31/12	35 Val Halla Rd	Cumberland	ME	04021	829-4607	846-7000 x2463	<a href="mailto:ellenhoffman@maine.rr.com">ellenhoffman@maine.rr.com</a>
Brian	Restuccia	12/31/14	3 Island Pond Road	Cumberland Foreside	ME	04110	781-5404	504-0759	<a href="mailto:brianrestuccia@aol.com">brianrestuccia@aol.com</a>
R. Samuel	York	12/31/14	1 Fox Run Road	Cumberland	ME	04021	829-4716		<a href="mailto:sdcyorks@gmail.com">sdcyorks@gmail.com</a>
David	Young	12/31/12	2 Linden Court	Cumberland	ME	04021	829-4667	756-4594	<a href="mailto:DWY123@aol.com">DWY123@aol.com</a>
VACANT									
VACANT									
VACANT									
VACANT									
Thomas	Gruber	Council Liaison	88 Foreside Road	Cumberland Foreside	ME	04110	781-4613		<a href="mailto:tgruber@cumberlandmaine.com">tgruber@cumberlandmaine.com</a>
Steve	Moriarty	Council Liaison	34 Blanchard Road	Cumberland	ME	04021	829-5095	774-7000	<a href="mailto:smoriarty@cumberlandmaine.com">smoriarty@cumberlandmaine.com</a>
Bill	Shane	Town Staff	829-2205	<a href="mailto:wshane@cumberlandmaine.com">wshane@cumberlandmaine.com</a>					

## PLANNING BOARD

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Peter	Bingham	12/31/13	19 Brook Road	Cumberland	ME	04021	829-5713	688-4366	
Gerry	Boivin	12/31/13	44 Sturbridge Lane	Cumberland	ME	04021	829-8151		<a href="mailto:mobo@maine.rr.com">mobo@maine.rr.com</a>
April	Caron	12/31/12	130 Gray Road	Cumberland	ME	04021	829-4204	318-5289	<a href="mailto:shackleycaron@yahoo.com">shackleycaron@yahoo.com</a>
Ronald	Dillon	12/31/13	234 Bruce Hill Rd	Cumberland	ME	04021	829-4209	650-9948	<a href="mailto:rdillon@maine.rr.com">rdillon@maine.rr.com</a>
John	Ferland	12/31/14	2 Birch Lane	Cumberland Foreside	ME	04110	781-7307		<a href="mailto:jferland@oceanrenewablepower.com">jferland@oceanrenewablepower.com</a>
Chris	Neagle	12/31/12	76 Orchard Road	Cumberland	ME	04021	829-8390	780- 6789	<a href="mailto:cneagle@troubhheisler.com">cneagle@troubhheisler.com</a> <a href="mailto:csn@maine.rr.com">csn@maine.rr.com</a>
Peter	Sherr	12/31/14	8 Marion Circle	Cumberland	ME	04021	829-9344	772-2891 838-3985	<a href="mailto:peter.sherr@ransomenv.com">peter.sherr@ransomenv.com</a>
Steve	Moriarty	Council Liaison	34 Blanchard Rd	Cumberland	ME	04021	829-5095	774-7000	<a href="mailto:smoriarty@cumberlandmaine.com">smoriarty@cumberlandmaine.com</a>
Carla	Nixon	Town Staff	829-2206	<a href="mailto:cnixon@cumberlandmaine.com">cnixon@cumberlandmaine.com</a>					
Pam	Bosarge	Town Staff	829-2206	<a href="mailto:pbosarge@cumberlandmaine.com">pbosarge@cumberlandmaine.com</a>					

## PERSONNEL APPEALS BOARD

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Katherine	Brooks	12/31/14	23 Sand Point Lane	Cumberland Foreside	ME	04110	829-5109	459-7557	<a href="mailto:brooks10@mindspring.com">brooks10@mindspring.com</a>
James	Clifford	12/31/14	6 Coveside Road	Cumberland Foreside	ME	04110	899-2862	828-2005	<a href="mailto:jamesclifford@jamescliffordlaw.com">jamesclifford@jamescliffordlaw.com</a>
Michael	Edes	12/31/12	8 Edes Rd	Cumberland	ME	04021	829-6557	657-3030	<a href="mailto:Sp238@maine.rr.com">Sp238@maine.rr.com</a>
David	Fenderson	12/31/13	17 Stony Ridge Road	Cumberland Foreside	ME	04110	781-4240		<a href="mailto:davidoilman@yahoo.com">davidoilman@yahoo.com</a>
Randy	Harriman	12/31/12	20 Country Charm Rd	Cumberland	ME	04021	829-2106	771-3247	<a href="mailto:online@ime.net">online@ime.net</a>
VACANT									
Alyssa	Daniels	Town Staff	829-2205	<a href="mailto:adaniels@cumberlandmaine.com">adaniels@cumberlandmaine.com</a>					
Brenda	Moore	Town Staff	829-2205	<a href="mailto:bmoore@cumberlandmaine.com">bmoore@cumberlandmaine.com</a>					

## PRINCE MEMORIAL LIBRARY ADVISORY BOARD

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Barbara	Chandler	12/31/12	93 Tuttle Road	Cumberland	ME	04021	829-4174		<a href="mailto:barbc@maine.rr.com">barbc@maine.rr.com</a>
Thomas	Foley	12/31/14	29 Granite Ridge Rd	Cumberland Foreside	ME	04110	781-7135		<a href="mailto:tomfoptld@yahoo.com">tomfoptld@yahoo.com</a>
Mark	Lapping	12/31/14	12 Acorn Lane	Cumberland	ME	04021	829-5521	780-4563	<a href="mailto:lapping@usm.maine.edu">lapping@usm.maine.edu</a>
Ralph	McLean	12/31/13	24 Sand Point Lane	Cumberland Foreside	ME	04110	829-4664		<a href="mailto:ralphemclean@comcast.net">ralphemclean@comcast.net</a>
Christopher	Philbrook	12/31/13	12 Lawn Avenue	Cumberland	ME	04021	744-5788	622-7501	<a href="mailto:cphilbrook@gmail.com">cphilbrook@gmail.com</a>
Eli	Rivers	12/31/14	121 Longwoods Road	Cumberland	ME	04021	829-4017	829-5322	<a href="mailto:elriv@aol.com">elriv@aol.com</a>
Stephen	Moriarty	Council Liaison	34 Blanchard Rd	Cumberland	ME	04021	829-5095	774-7000	<a href="mailto:smoriarty@cumberlandmaine.com">smoriarty@cumberlandmaine.com</a>
Thomas	Bennett	Town Staff	829-2216	<a href="mailto:tbennett@princememorial.lib.me.us">tbennett@princememorial.lib.me.us</a>					

## RECREATION /COMMUNITY EDUCATION ADVISORY BOARD

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Steven	Carey	12/31/14	21 Mill Ridge Road	Cumberland	ME	04021	287-3258	329-9995	<a href="mailto:stevencaresq@yahoo.com">stevencaresq@yahoo.com</a>
Callie	Chase	12/31/12	37 Hillcrest Dr	Cumberland	ME	04021	829-3650		<a href="mailto:Chases@maine.rr.com">Chases@maine.rr.com</a>
Chris	Fitzpatrick	12/31/14	21 Pond Shore Drive	Cumberland	ME	04021	829-3017	332-8666	<a href="mailto:Fitzvt42@yahoo.com">Fitzvt42@yahoo.com</a>
Bill	Green	12/31/13	34 Val Halla Road	Cumberland	ME	04021			
Teri	Maloney-Kelly	12/31/14	29 Maloney's Ridge Way	Cumberland	ME	04021	829-4053	756-3292	<a href="mailto:tmaloneykelly@maine.rr.com">tmaloneykelly@maine.rr.com</a>
Pam	Russell	12/31/14	25 Olivia Lane	Cumberland	ME	04021	829-4760	829-4815	<a href="mailto:pruss@maine.rr.com">pruss@maine.rr.com</a>
Nancy	Storey	12/31/13	333 Main Street	Cumberland	ME	04021	590-7676	829-3549	<a href="mailto:nantz@maine.rr.com">nantz@maine.rr.com</a>
Richard	Wolfe	12/31/12	43 Blanchard Road	Cumberland	ME	04021	829-6027	n/a	<a href="mailto:richard@r-wolfe.com">richard@r-wolfe.com</a>
Heather	Giandrea		143 Cumberland Rd	No.Yarmouth	ME	04097	829-8051		<a href="mailto:hrg@maine.rr.com">hrg@maine.rr.com</a>
Dirk	Van Curan			No.Yarmouth	ME	04097		831-9369	<a href="mailto:dvancuran@gmail.com">dvancuran@gmail.com</a>
Robert	Vail	School Board Rep	16 Wild Way	Cumberland	ME	04021	829-5393	838-4753	<a href="mailto:vailgeneral1@aol.com">vailgeneral1@aol.com</a>
Shirley	Storey-King	Council Liaison	28 Shirley Lane	Cumberland	ME	04021	829-5006	829-4815	<a href="mailto:sstorey-king@cumberlandmaine.com">sstorey-king@cumberlandmaine.com</a>
Robert	Wood	No.Yarmouth Council Liaison	116 Milliken Road	No. Yarmouth	ME	04097	829-5592		
Brian	Bickford	Town Staff		<a href="mailto:bbickford@cumberlandmaine.com">bbickford@cumberlandmaine.com</a>					
Sarah	Davis	Town Staff		<a href="mailto:sdavis@cumberlandmaine.com">sdavis@cumberlandmaine.com</a>					



## RINES PROPERTY CITIZENS' ADVISORY COMMITTEE

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
VACANT									
Warren	Graumann	12/31/13	3 Surrey Lane	Cumberland Foreside	ME	04110	781-5629	591-1975 x201	<a href="mailto:warrengraumann@yahoo.com">warrengraumann@yahoo.com</a>
Robert	Heyner	12/31/14	66 Forest Lake Rd	Cumberland	ME	04021	829-6757		<a href="mailto:eaglesky@maine.rr.com">eaglesky@maine.rr.com</a>
VACANT									
Greg	McCarthy	12/31/13	48 Crossing Brook	Cumberland	ME	04021	829-6791	650-0057	<a href="mailto:gmccarthy@maine.rr.com">gmccarthy@maine.rr.com</a>
Henry	Milburn	12/31/13	186 Range Road	Cumberland	ME	04021	829-5318		<a href="mailto:hmilburn@maine.rr.com">hmilburn@maine.rr.com</a>
Sally	Stockwell	12/31/12	163 Range Road	Cumberland	ME	04021	829-3201	781-2330	<a href="mailto:sallys@maine.rr.com">sallys@maine.rr.com</a>
Robert	Waterhouse	12/31/14	42 Shaw Farm Rd	Cumberland	ME	04021	829-5663		<a href="mailto:rwaterh1@maine.rr.com">rwaterh1@maine.rr.com</a>
Jennifer	West	12/31/12	193 Range Road	Cumberland	ME	04021	829-3994	846-3598	<a href="mailto:jwest@normandeau.com">jwest@normandeau.com</a>
Bruce	Wildes	12/31/13	379 Blanchard Rd. Ext.	Cumberland	ME	04021	829-4085	829-6222	<a href="mailto:brucewildes@gmail.com">brucewildes@gmail.com</a>
Stephen	Moriarty	Council Liaison	34 Blanchard Rd	Cumberland	ME	04021	829-5095	774-7000	<a href="mailto:smoriarty@cumberlandmaine.com">smoriarty@cumberlandmaine.com</a>
Bill	Shane	Town Staff	829-2205	<a href="mailto:wshane@cumberlandmaine.com">wshane@cumberlandmaine.com</a>					
Anne	Brushwein	Town Staff	829-5559	<a href="mailto:abrushwein@cumberlandmaine.com">abrushwein@cumberlandmaine.com</a>					

## SHELLFISH CONSERVATION COMMISSION

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Charles	Adams	12/31/13	17 Dean's Way	Cumberland	ME	04021	781-2167		<a href="mailto:cadams2@maine.rr.com">cadams2@maine.rr.com</a>
Michael	Brown	12/31/13	26 Mill Road	Cumberland	ME	04021	829-2812	798-7136	<a href="mailto:Michaelwbrown9@gmail.com">Michaelwbrown9@gmail.com</a>
Daniel	Holt	12/31/12	2 Hedgerow Drive	Cumberland	ME	04021	829-6699	650-7766	
Jessica	Joyce	12/31/12		Cumberland	ME	04021			<a href="mailto:Jessica.g.joyce@gmail.com">Jessica.g.joyce@gmail.com</a>
Bill	Kenny	12/3/14	10 Whaleboat Lane	Cumberland Foreside	ME	04021	829-8277	409-6075	<a href="mailto:bkenny@maine.rr.com">bkenny@maine.rr.com</a>
Robert	Maloney	12/31/12	37 Maloney's Ridge Way	Cumberland	ME	04021	829-5333		
Charles	Piacentini	12/31/14	5 Sturdivant Road	Cumberland Foreside	ME	04021	899-0423	252-8812	<a href="mailto:cpiacentini@unum.com">cpiacentini@unum.com</a>
Harland	Storey	12/31/13	45 Middle Road	Cumberland	ME	04021	829-3939	632-2067	<a href="mailto:hstorey@maine.rr.com">hstorey@maine.rr.com</a>
Thomas	Gruber	Council Liaison	88 Foreside Road	Cumberland Foreside	ME	04110	781-4613		<a href="mailto:tgruber@cumberlandmaine.com">tgruber@cumberlandmaine.com</a>
Bill	Shane	Town Staff	829-2205	<a href="mailto:wshane@cumberlandmaine.com">wshane@cumberlandmaine.com</a>					
Brenda	Moore	Town Staff	829-2205	<a href="mailto:bmoore@cumberlandmaine.com">bmoore@cumberlandmaine.com</a>					

## TWIN BROOK FACILITY ADVISORY COMMITTEE

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John	Eldredge	12/31/14	214 Pleasant Valley Rd	Cumberland	ME	04021	829-4540		<a href="mailto:jeldredge@guidingstars.com">jeldredge@guidingstars.com</a>
Kay	Fowler	12/31/13	168 Greely Road	Cumberland	ME	04021	829-5977		<a href="mailto:Kayfowler1@myfairpoint.net">Kayfowler1@myfairpoint.net</a>
John	Leavitt	12/31/12	144 Greely Road	Cumberland	ME	04021	829-5114		<a href="mailto:jrlavitt@maine.rr.com">jrlavitt@maine.rr.com</a>
Joseph	Loring	12/31/13	8 Island View Drive	Cumberland Foreside	ME	04110	846-9660	829-5063	<a href="mailto:jloring1@maine.rr.com">jloring1@maine.rr.com</a>
Theresa	Maloney-Kelly	12/31/13	29 Maloney's Ridge Way	Cumberland	ME	04021	756-3292	846-0716	<a href="mailto:tmaloneykelly@maine.rr.com">tmaloneykelly@maine.rr.com</a>
Jacqueline	Stowell	12/31/13	385 Greely Road Ext.	Cumberland	ME	04021	829-3281	842-7705	<a href="mailto:jstowell@maine.rr.com">jstowell@maine.rr.com</a>
Iwona	Tarling	12/31/13	184 Foreside Road	Cumberland Foreside	ME	04110	829-4235		<a href="mailto:iltarling@gmail.com">iltarling@gmail.com</a>
Anne	Witte	12/31/12	179 Tuttle Road	Cumberland	ME	04021	829-2154		<a href="mailto:awitte@maine.rr.com">awitte@maine.rr.com</a>
Thomas	Gruber	Council Liaison	88 Foreside Road	Cumberland Foreside	ME	04110	781-4613		<a href="mailto:tgruber@cumberlandmaine.com">tgruber@cumberlandmaine.com</a>
Steve	Moriarty	Council Liaison	34 Blanchard Rd	Cumberland	ME	04021	829-5095	774-7000	<a href="mailto:smoriarty@cumberlandmaine.com">smoriarty@cumberlandmaine.com</a>
Shirley	Storey-King	Council Liaison	28 Shirley Lane	Cumberland	ME	04021	829-5006	829-4815	<a href="mailto:sstorey-king@cumberlandmaine.com">sstorey-king@cumberlandmaine.com</a>
Chris	Bolduc	Town Staff	829-2205	<a href="mailto:cbolduc@cumberlandmaine.com">cbolduc@cumberlandmaine.com</a>					
Laura	Neleski	Town Staff	829-2205	<a href="mailto:lneleski@cumberlandmaine.com">lneleski@cumberlandmaine.com</a>					
Brian	Bickford	Town Staff	829-2205	<a href="mailto:bbickford@cumberlandmaine.com">bbickford@cumberlandmaine.com</a>					

## VAL HALLA GOLF & RECREATION CENTER BOARD OF TRUSTEES

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Paul	Dugas	12/31/13	6 Ebb Tide Drive	Cumberland Foreside	ME	04110	847-3070		<a href="mailto:pidugas@maine.rr.com">pidugas@maine.rr.com</a>
Judy	Ingraham	12/31/13	236 Greely Road	Cumberland	ME	04021	829-5789	632-9551	<a href="mailto:jingrah1@maine.rr.com">jingrah1@maine.rr.com</a>
Tim	Moody	12/31/14	83 Blanchard Road	Cumberland	ME	04021	829-6943	871-8517	<a href="mailto:tmooddy01@maine.rr.com">tmooddy01@maine.rr.com</a>
William	Putnam	12/31/13	16 Phillip Street	Cumberland	ME	04021	829-5758	282-3396x23	<a href="mailto:wputnam@maine.rr.com">wputnam@maine.rr.com</a>
Rick	Scott	12/31/12	151 Orchard Road	Cumberland	ME	04021	829-6174		<a href="mailto:rjscott@parker.com">rjscott@parker.com</a>
Steve	Sloan	12/31/14	367 Main Street	Cumberland	ME	04021	829-5889	774-5961	<a href="mailto:ssloan2@maine.rr.com">ssloan2@maine.rr.com</a>
Norene	Ward	12/31/12	P.O. Box 38	Cumberland	ME	04021	829-2851	233-8196	<a href="mailto:nward@maine.rr.com">nward@maine.rr.com</a>
John	Zappia	12/31/14	63 Schooner Ridge	Cumberland Foreside	ME	04110	829-4149	772-8112	<a href="mailto:szappia2003@yahoo.com">szappia2003@yahoo.com</a>
Michael	Perfetti	Council Liaison	283 Main Street	Cumberland	ME	04021	829-2869		<a href="mailto:mperfetti@cumberlandmaine.com">mperfetti@cumberlandmaine.com</a>
William	Stiles	Council Liaison	226 Range Road	Cumberland	ME	04021	829-6679		<a href="mailto:wstiles@cumberlandmaine.com">wstiles@cumberlandmaine.com</a>
George	Turner	Council Liaison	4 Carriage Road	Cumberland Foreside	ME	04110	781-3063	329-4495	<a href="mailto:gturner@cumberlandmaine.com">gturner@cumberlandmaine.com</a>
Alex	Kimball	Town Staff	829-2205	<a href="mailto:akimball@cumberlandmaine.com">akimball@cumberlandmaine.com</a>					
Brian	Bickford	Town Staff	829-2205	<a href="mailto:bickford@cumberlandmaine.com">bickford@cumberlandmaine.com</a>					
Cindy	Stennett	Town Staff		<a href="mailto:cstennett@cumberlandmaine.com">cstennett@cumberlandmaine.com</a>					

## VETERAN'S MONUMENT COMMITTEE

First Name	Last Name	Term Expiration	Address	Town	State	Zip Code	Home Phone	Work Phone	Email
Linda	Collins	12/31/13	11 Candlewick Lane	Cumberland	ME	04021	829-5178	838-4114	<a href="mailto:geolinda@maine.rr.com">geolinda@maine.rr.com</a>
David	Joyce	12/13/14		Cumberland	ME	04021			<a href="mailto:dbjoyce@usdoj.gov">dbjoyce@usdoj.gov</a>
Glen	Hutchins	12/31/14	7 Crestwood Road	Cumberland	ME	04021	829-3997		<a href="mailto:glennhtc@aol.com">glennhtc@aol.com</a>
Harland	Storey	12/31/14	45 Middle Road	Cumberland	ME	04021	829-3939	632-2067	<a href="mailto:hstorey@maine.rr.com">hstorey@maine.rr.com</a>
Robert	Storey, Sr.	12/31/14	24 Range Way	Cumberland	ME	04021	829-3951		<a href="mailto:rstorey@maine.rr.com">rstorey@maine.rr.com</a>
Steve	Moriarty	Council Liaison	34 Blanchard Rd	Cumberland	ME	04021	829-5095	774-7000	<a href="mailto:smoriarty@cumberlandmaine.com">smoriarty@cumberlandmaine.com</a>
Bill	Shane	Town Staff	829-2205	<a href="mailto:wshane@cumberlandmaine.com">wshane@cumberlandmaine.com</a>					
Brenda	Moore	Town Staff	829-2205	<a href="mailto:bmoore@cumberlandmaine.com">bmoore@cumberlandmaine.com</a>					



# ITEM 12-106

To consider and act on cancelling the June 25<sup>th</sup> Town Council meeting

# NEW BUSINESS

06/14/2012  
14:30:50

TOWN OF CUMBERLAND  
HISTORICAL ACTUALS COMPARISON REPORT  
FOR PERIOD 11 OF 2012

PAGE 1  
glactpt

ACCOUNTS FOR: 001 General Fund	PRIOR YR3 ACTUALS	PRIOR YR2 ACTUALS	LAST YR ACTUALS	CURRENT YR ACTUALS	CY REV BUDGET
130 Administration	418,162.93	424,959.39	420,254.87	449,930.16	446,771.00
140 Assessor	116,440.22	78,750.44	71,418.88	46,232.21	64,823.00
150 Town Clerk-HR-Tax Collector	270,395.22	257,849.70	191,313.08	192,504.03	231,891.00
160 Technology	162,449.98	136,445.46	150,652.39	154,437.24	159,109.00
165 Elections	18,509.54	12,571.32	6,096.53	5,277.43	17,949.00
170 Planning Board	74,455.45	73,847.85	55,758.15	54,726.25	58,300.00
190 Legal	35,277.01	53,893.81	38,000.97	26,404.76	40,000.00
210 Police	907,357.21	950,936.78	915,742.51	920,343.89	1,009,608.00
220 Fire	376,486.23	687,404.70	673,937.57	665,061.83	740,897.00
230 Rescue	494,268.97	.00	-66.06	.00	.00
240 Code Enforcement	55,766.69	62,282.75	63,049.18	72,616.16	81,189.00
260 Canine Control	38,373.50	40,280.42	36,991.41	31,451.93	34,084.00
310 Public Works	835,294.27	810,832.73	866,052.62	830,179.68	879,155.00
320 Waste Disposal	679,368.30	661,607.52	629,230.38	556,929.22	678,010.00
410 Recreation	453,522.62	468,974.34	434,698.32	497,698.86	461,776.00
430 Parks	178,450.21	168,138.22	145,904.56	136,510.65	187,552.00
440 West Cumberland Rec	6,886.35	8,389.76	8,017.45	7,370.89	8,914.00
450 Library	344,802.30	345,655.05	323,057.07	322,978.65	363,875.00
580 General Assistance	20,353.79	54,496.69	20,604.88	24,890.91	30,000.00
590 Health Services	4,532.93	8,335.87	4,941.70	7,643.89	8,952.00
620 Cemetery Association	25,872.26	25,179.98	22,340.00	22,474.36	22,500.00
630 Conservation Commission	1,500.00	1,581.82	1,956.00	1,500.00	3,000.00
650 Debt Service	587,433.84	665,322.93	915,924.39	892,112.52	951,583.00
750 Insurance	248,982.60	275,181.62	315,978.18	283,040.93	263,275.00
800 Fire Hydrants	42,825.18	48,430.49	50,243.97	51,707.18	59,000.00
810 Street Lighting	27,565.30	34,434.56	30,285.39	30,763.92	35,000.00
830 Contingent	4,259.03	44,525.56	23,910.00	34,560.23	10,000.00
840 Municipal Building	100,094.20	150,659.63	163,453.34	152,298.71	172,903.00
850 Abatevents	18,350.48	13,386.87	13,997.03	31,075.06	10,000.00
860 MSAD #51	9,489,198.21	10,005,840.61	10,845,909.88	11,326,361.71	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	17,046,104.82	17,717,766.87	18,374,040.64	18,763,810.26	20,319,318.31
TOTAL EXPENSES	17,046,104.82	17,717,766.87	18,374,040.64	18,763,810.26	20,319,318.31
GRAND TOTAL	17,046,104.82	17,717,766.87	18,374,040.64	18,763,810.26	20,319,318.31



# WORKSHOP

# **Legal Opinion**

## William Shane

---

**From:** Kenneth M. Cole, III <KCole@JBGH.com>  
**Sent:** Tuesday, June 12, 2012 10:15 AM  
**To:** William Shane; Steve Moriarty  
**Cc:** Natalie L. Burns  
**Subject:** FW: Golder Decision  
**Attachments:** 2012 ME 76Golder.pdf

Bill and Steve: This is a contract zoning case that Natalie won, decided today, that reaffirms the legislative nature of zoning decisions and the deference given by the courts in that regard ( see pages 6 &7). Thought this would be helpful in the debate re Route 100 contract zone issues. Ken

Kenneth M. Cole III  
**Jensen Baird Gardner & Henry**  
Ten Free Street  
P.O. Box 4510  
Portland, ME 04112  
(207) 775-7271  
(207) 775-7935 (fax)  
[kcole@jbgh.com](mailto:kcole@jbgh.com)

---

**From:** Natalie L. Burns  
**Sent:** Tuesday, June 12, 2012 10:06 AM  
**To:** Kenneth M. Cole, III  
**Subject:** Golder Decision

Natalie L. Burns, Esq.  
**Jensen Baird Gardner & Henry**  
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June 7, 2012

**Via E-Mail & U.S. First-Class Mail**

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

Re: Contract Zoning

Dear Bill:

This letter is intended to follow-up on our recent telephone conversation in regard to the Town's proposed contract zones along Route 100 in West Cumberland. I understand that at your recent Public Hearing, both Councilors and the public raised questions as to whether converting part of a current commercial district into a residential contract zone for affordable housing would be appropriate under Maine law.

Specifically, they called to your attention the provision of Section 6.06 of your Land Use Ordinance in regard to contract zoning, which states:

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

As we discussed, Maine law in regard to contract zones is very broad. Title 30-A § 4352(8) permits contract zoning with similar limitations to those in your Land Use Ordinance, i.e., they must be consistent with the growth management program generally and with existing and permitted uses within the original zone, as well as including whatever conditions and restrictions that the Council feels is appropriate in regard to the development or operation of the property. The Courts have reviewed this provision in a

~ Over 60 Years of Service ~

Jensen Baird  
Gardner Henry

June 7, 2012  
Page 2

number of instances at the Superior Court level and they have generally held that since rezoning is a legislative/policy determination by the Town Council, and not an executive/quasi-judicial decision, that it is due significantly greater deference. The Courts do not believe it is appropriate for them to second guess legislative/policy determinations. Therefore, they will defer to the Council's determination that a particular zone change is "consistent" with the Comprehensive Plan of the Town. Note, however, that since contract zoning itself is discretionary, the Council's finding of consistency can certainly go either way and be given the same deference.

As to the other requirement that the contract zone be consistent with existing and permitted uses, those uses can be non-conforming in nature rather than those already referenced in the zone. The Courts have found that the contract zoning provision would be a nullity if it only related to uses already referenced in the zone since contract zoning would have no function, if the Council could not change the permitted uses in the zone, which it could otherwise do as a simple text amendment.

Finally, as we discussed, since this particular site adjoins an existing residential zone, the Council's determination as to consistency can take into account that the contract zone would merely be an extension of the existing residential zone.

If there is anything further you need from me, please let me know.

Very truly yours,



Kenneth M. Cole III

KMC/lts

MAINE SUPREME JUDICIAL COURT

Reporter of Decisions

Decision: 2012 ME 76  
Docket: Yor-11-423  
Argued: April 11, 2012  
Decided: June 12, 2012

Panel: SAUFLEY, C.J., and ALEXANDER, LEVY, SILVER, MEAD, GORMAN, and  
JABAR, JJ.

JOEL GOLDER et al.

v.

CITY OF SACO et al.

LEVY, J.

[¶1] This appeal arises from the City of Saco's approval of a contract zoning agreement for property purchased by Estates at Bay View, LLC. Joel Golder and other nearby property owners (collectively, the Neighbors) filed a five-count complaint in the Superior Court challenging the legality of the contract zoning agreement and the Saco Planning Board's subsequent approval of a subdivision and site plan for the property. The Neighbors now appeal from a judgment of the Superior Court (York County, *Fritzsche, J.*) granting the City's motion to dismiss three of the counts, granting summary judgment in favor of the City and Bay View on one of the counts, and affirming the decision of the Saco Planning Board on the final count. We affirm the judgment.



## I. BACKGROUND

[¶2] In 2009, Estates at Bay View, LLC entered into a purchase and sale agreement for property in Saco, at the corner of Bay View Road and Seaside Avenue. The property consists of 9.42 acres of land and, at the time of purchase, was occupied by a five-story, 41,800-square-foot inn with several outbuildings, which were nonconforming buildings and uses for the zone. At its eastern border, the property includes a beach that the public has used for many years.<sup>1</sup>

[¶3] Bay View approached the Saco Planning Board in October 2009 with an application for a contract zone agreement (CZA) seeking certain zoning amendments to permit the development of a proposed residential subdivision on the property. In particular, the application sought to reduce the minimum lot size for the lots in the subdivision to allow for a greater density of development. The Planning Board and City Council conducted public hearings and ultimately approved the CZA, with several amendments. Bay View then sought approval from the Planning Board for the construction of its proposed subdivision. The Planning Board approved the subdivision plan on July 20, 2010, in a written decision.

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<sup>1</sup> The City of Saco provides portable toilets for the beach-going public, located in the right-of-way of Bay View Road, between Seaside Avenue and the beach. The City owns a parcel of land at the northwest corner of Bay View Road and Seaside Avenue that is used as a public parking lot for the beach; members of the public have also parked on part of the property in question, along Bay View Road.

[¶4] The CZA approved by the City permitted the development of a fourteen-lot subdivision with lot sizes smaller than the 7,500 square feet required by the otherwise applicable zoning district. In addition, the CZA listed several conditions for approval that related to the public's beach access, including the conveyance to the City and improvement of a separate parcel of property across Seaside Avenue from the proposed development; the contribution of \$100,000 from Bay View to the City towards construction of a sidewalk along Bay View Road to the beach; improvements to the existing parking lot on a City-owned parcel, diagonally across from the proposed development; construction of a public restroom facility on the subdivision property, with an associated easement to the City; and the conveyance to the City of the beach property to the east of the existing sand dune fence for public use.

[¶5] The Neighbors, Joel and Harriet Golder, Mark and Christine Goretti, and Mona DeAngelo, all own residential property on the northern side of Bay View Road, across the street from the proposed development. The Neighbors participated in both the hearing before the Planning Board and the hearing before the City Council. After the City approved the CZA and the Planning Board approved Bay View's subdivision and site plan, the Neighbors filed a five-count

complaint with the Superior Court. Among other claims,<sup>2</sup> the Neighbors alleged that the City's approval of the CZA violated 30-A M.R.S. § 4352(8) (2011), the provision for contract zoning in the zoning enabling statute. The Neighbors filed a motion for summary judgment with respect to this claim. The City opposed the motion and requested summary judgment in its favor.

[¶6] The Superior Court held a hearing on the motions for summary judgment and granted summary judgment in favor of the City and Bay View. In its order and decision entered in April 2011, the court noted that the parties had “narrowed the issue to whether the rezoning ‘Only include(s) conditions and restrictions that relate to the physical development or operation of the property,’” pursuant to section 4352(8)(C). Observing that the Legislature “has given municipalities substantial freedom in determining whether there should be contract zoning at all and what form any agreement might take,” the court concluded that, given the historic use and operation of the property as public beach access, the conditions and restrictions all “relate to” the physical development of the property or its operation.

[¶7] In an order and decision entered in August 2011, the court granted the City's motion to dismiss three of the four remaining counts and entered judgment

---

<sup>2</sup> The Neighbors' other claims alleged violation of due process and equal protection with respect to the United States and Maine Constitutions, violation of the common law prohibition against illegal spot zoning, and an appeal, pursuant to M.R. Civ. P. 80B, of the decision of the Planning Board approving the subdivision and site plan.



in favor of the City and Bay View on the final count, concluding that the subdivision plan approved by the Planning Board was in compliance with the intended effect of the CZA. The Neighbors appeal the court's decision with respect to all counts of their complaint.

## II. LEGAL ANALYSIS

[¶8] Because we find no merit in the Neighbors' arguments regarding their other claims, we address only the grant of summary judgment in favor of the City with respect to the section 4352(8)(C) issue.

[¶9] We review the entry of summary judgment de novo. *Beneficial Me. Inc. v. Carter*, 2011 ME 77, ¶ 6, 25 A.3d 96. A grant of summary judgment will be affirmed "if the record reflects that there is no genuine issue of material fact and the movant is entitled to a judgment as a matter of law." *Burdzel v. Sobus*, 2000 ME 84, ¶ 6, 750 A.2d 573.

[¶10] As a preliminary matter, we address the scope of the factual record for review. Although not asserted as a separate source of error by the parties, the parties' appellate briefs take different approaches with respect to this issue. The Neighbors assert that "the summary judgment record" entitled them to summary judgment in their favor, or "at least created material disputes of fact" about whether the CZA provisions violated section 4352(8)(C), which would entitle them to discovery and a trial. The City and Bay View assert that the proper course for

the trial court was to limit its review to the record considered by the legislative body (here, the City Council) when it approved the CZA, and that discovery in such a context is inappropriate.

[¶11] We reiterate here a fundamental point—zoning is a legislative act. *Crispin v. Town of Scarborough*, 1999 ME 112, ¶ 18, 736 A.2d 241. When addressing whether a zoning action is consistent with a city’s comprehensive plan, pursuant to 30-A M.R.S. § 4352(2), the “test for the court’s review of the city council’s rezoning action is whether *from the evidence before it* the city council could have determined that the rezoning was in basic harmony with the [comprehensive] plan.” *LaBonta v. City of Waterville*, 528 A.2d 1262, 1265 (Me. 1987) (quotation marks omitted). This standard does not change, whether on summary judgment or otherwise, when the issue is compliance with the statutory requirements of section 4352(8), rather than the comprehensive plan. Therefore, to preserve the separation of powers, when this Court considers whether a zoning amendment is consistent with a statutory requirement, the record is limited to the record before the municipality’s legislative body, deference is given to the judgment of the legislative body, and the challenger bears the burden of proving that the amendment is inconsistent. *See Adelman v. Town of Baldwin*, 2000 ME 91, ¶¶ 22-24, 750 A.2d 577 (discussing the plaintiff’s burden to prove inconsistency); *Vella v. Town of Camden*, 677 A.2d 1051, 1053 (Me. 1996) (“[W]e

will not substitute our judgment for that of the legislative body.”); *LaBonta*, 528 A.2d at 1265; *see also McMillan v. City of Portland*, 2005 Me. Super. LEXIS 164, at \*8-10 (Nov. 22, 2005) (noting, in a summary judgment action, that “the sole province of the court . . . is to determine whether the City Council could rationally have adopted the conditional zone in light of the evidence presented to it, the various policies articulated in the Comprehensive Plan, and the statutory charge under 30-A M.R.S. § 4352(8)” because taking additional evidence would “violate the separation of powers”).

[¶12] In this case, because none of the parties appear to contest the record developed before the Planning Board and City Council, the material facts are not in dispute. We therefore turn to the question of whether the City and Bay View were entitled to judgment as a matter of law.

[¶13] The Neighbors challenge the City’s conclusion that the CZA met the requirements of 30-A M.R.S. § 4352(8)(C). Section 4352(8) permits municipalities to implement zoning ordinances that include provisions for conditional or contract zoning, so long as the requirements of that statutory section are met. In addition to certain procedural requirements, section 4352(8) requires that all contract zoning:

- A. Be consistent with the growth management program adopted under this chapter;



- B. Establish rezoned areas that are consistent with the existing and permitted uses within the original zones; and
- C. Only include conditions and restrictions that relate to the physical development or operation of the property.

The City's ordinance permits contract zoning pursuant to section 4352(8). Saco, Me., Zoning Ordinance § 1403 (June 1, 2009). The Saco City Council is ultimately responsible for approving the contract zoning amendment, based on the Planning Board's recommendation and findings. *Id.* § 1403-7.

[¶14] The Neighbors contend that certain provisions in the CZA were not sufficiently related to the physical development or operation of the property being rezoned to meet the requirements of section 4352(8)(C), and therefore the court erred in granting summary judgment. The Neighbors assert that section 4352(8)(C) should be read to prohibit contract zoning agreements containing provisions affecting property beyond the boundaries of the property being rezoned.

[¶15] We decline to adopt the narrow reading of section 4352(8)(C) suggested by the Neighbors. Here, it is self-evident that the City could rationally conclude that the CZA's provisions regarding the public parking improvements and beach access were related to the development and operation of the property. It was entirely appropriate for the City to consider the impacts of development on an area's existing use, particularly with respect to an area such as this: one with a history of public beach access, public parking, and public restrooms. All of the

provisions in the CZA relate to property in the immediate vicinity of the development and serve to ensure that development of the parcel will be in harmony with the public's access to the beach and continued health and safety.<sup>3</sup>

[¶16] In the present case, the relationship between the off-site conditions in the CZA and the physical development and operation of the property is self-evident from the record. The same may not be true in other cases. Although not mandated by the statute, a municipality considering the approval of a contract zoning agreement containing off-site conditions or restrictions may wish to include in the agreement a finding or findings that explain why the off-site conditions and restrictions relate to the physical development or operation of the property, so as to ensure compliance with section 4352(8)(C).

The entry is:

Judgment affirmed as to all counts.

---

<sup>3</sup> To the extent that the \$100,000 payment to the City from Bay View to aid in the construction of a sidewalk may exceed the scope of the City's contract zoning authority pursuant to 30-A M.R.S. § 4352(8)(C) (2011), we nonetheless affirm this aspect of the CZA as a permissible impact fee, pursuant to 30-A M.R.S. § 4354 (2011).

**On the briefs:**

David A. Lourie, Esq., Cape Elizabeth, for appellants Joel Golder et al.

Natalie L. Burns, Esq., and Mark A. Bower, Esq., Jensen Baird Gardner & Henry, Portland, for appellee City of Saco

David R. Ordway, Smith & Elliott, P.A., Saco, for appellee Estates at Bay View LLC

**At oral argument:**

David A. Lourie, Esq., for appellants Joel Golder et al.

Natalie L. Burns, Esq., for appellee City of Saco

David R. Ordway, Esq., for appellee Estates at Bay View LLC



# **Neighborhood Questions**

**Route 100 Affordable Project  
Neighborhood Meeting Notes  
June 6, 2012**

- 16 Families represented – 20 members of the public
- 1 person from each developer
- Engineer from 1 developer
- 5 Town Councilors

**Questions and comments:**

- Has a cost-benefit analysis been done?
- Are we mandated to have affordable housing?
- Change the zoning to include residential instead of a contract zone.
- Too many houses on the open field.
- What is Cumberland's foreclosure rate?
- Are there vernal pools on the properties and won't the setbacks lessen the number of houses?
- How do these projects compare with Crossing Brook?
- Looks like several houses will be constructed in the fill area.
- Should have a sidewalk to the WC Fields.
- How many kids do you expect?
- Why give up on the commercial plan? Too early to change directions.
- What is the long-term impact on the Town?
- Turnpike exit in West Cumberland?
- Lots are too big in RR1, should be smaller lot sizes throughout the zone.
- A lot of other residential properties in Cumberland that would be better suited for this.
- Once the commercial land is gone, it can't be replaced along the Route 100 Corridor.

- Ron Copp & George Turner will be recusing themselves from any Town Council discussion.
- What was the selling price for both properties?
- The Town was never business friendly in the past. Some of the slow start on Route 100 may be due to perception that the Town does not want business.
- How about a mixed use zone where businesses could be on front lots and houses in the rear?
- How about the rear Town land be sold to the developer and the lot sizes are increased?
- Can each project on Route 100 be looked at independently or must they be packaged as one project?



**Draft CZA**

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

**RELATING TO THE DEVELOPMENT OF**  
**UP 17 SINGLE FAMILY HOME AFFORDABLE HOUSING UNITS**

This Contract Zoning Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the **Town of Cumberland**, a Municipal Corporation (the "**Town**"), and

- **TELOS Capital LLC, 84 Middle Street Portland, Maine 04101**
- **Walnut Hill Investments Inc. , Cumberland, Maine 04021**

its nominee or assigns (the "**Developer**"), pursuant to the Conditional and Contract rezoning provisions set forth in 30-A M.R.S.A. Section 4352 (the "**Act**") and Section 606 of the Cumberland Zoning Ordinance, as amended (the "**Zoning Ordinance**").

WHEREAS, the property subject to this Agreement consists of

**Castle Rock** \_\_\_\_\_ **acres**  
**Doris Wilson** \_\_\_\_\_ **acres**

of unimproved/improved real estate located on Route 100 as more particularly shown on Exhibit A attached hereto (the "**Property**"), which property is currently owned by:

**Doris Wilson** by virtue of a certain Deed dated \_\_\_\_\_, recorded in the Cumberland County Registry of Deeds in **Book 14243 Page 170**;

**Castle Rock Business Park LLC** by virtue of a certain Deed dated \_\_\_\_\_, recorded in the Cumberland County Registry of Deeds in **Book 25701 Page 249**;

WHEREAS, the Property is located in the **Village Office Commercial I Zone (VOC I)** Zoning District located in section 204.10 of the Zoning Ordinance;

WHEREAS, the Developer has entered into a Purchase and Sale Agreement - Land Only, dated: **Castle Rock** April 25, 2012

**Doris Wilson** April 28, 2012, as amended (the "**Purchase and Sale Agreement**"), pursuant to which the Developer has agreed to purchase the Property from the Owner;

WHEREAS, the Town desires to sell the property to generate tax revenue and

*WHEREAS, the Town Comprehensive Plan identifies the Route 100 Corridor as a Designated Growth Area;*

**CONTRACT ZONING AGREEMENT**  
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**Doris Wilson** April 28, 2012, as amended (the "**Purchase and Sale Agreement**"), pursuant to which the Developer has agreed to purchase the Property from the Owner;

WHEREAS, the Town desires to sell the property to generate tax revenue and

*WHEREAS, the Town Comprehensive Plan identifies the Route 100 Corridor as a Designated Growth Area;*



*WHEREAS, the Town Comprehensive Plan encourages the development of housing which provides for a mix of people from all income strata by providing incentives to developers for the construction of smaller, single family homes.*

*WHEREAS, the Town Comprehensive Plan states that higher density development be allowed in areas served by public water.*

WHEREAS, the Developer intends to develop the Property into at least 17 lots of affordable residential single family housing , subject to the terms and conditions set forth herein , as further described in the **Exhibit B attached hereto (the “Project”)**;

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

WHEREAS, the Town and Developer desire to enter into this Contract Zoning Agreement relating to the Property, 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 this Amended and Restated Contract Zoning Agreement:

- A) is consistent with the Comprehensive Plan duly adopted by the Town of Cumberland on November 9, 2009;
- B) establishes a contract zone area consistent with the existing and permitted uses in the original zone of the area involved;
- C) only includes conditions and restrictions which relate to the physical development and future operation of the proposed development; and
- D) imposes those conditions and restrictions which are necessary and appropriate for the protection of the public health, safety and general welfare of the Town.

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

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

The Town hereby agrees that the Property as described herein shall be a contract zone (the “**Contract Zone**”) pursuant to the provisions of 30-A.M.R.S.A. § 4352(8) and Section 606 of the Cumberland Zoning Ordinance. This Agreement shall create an overlay zone. Except as expressly modified or otherwise stated herein, the Property shall be subject to the requirements of the underlying VOC I Zoning District, as the same may be amended from time to time, together with all applicable lot requirements and general requirements, not modified herein.

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

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

All uses currently authorized either as permitted uses or special exceptions in the VOC I Zoning District, or as specifically authorized herein. Not sure we want to do this - How do we keep it houses?

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

All restrictions as currently set forth in Section 606 of the Cumberland Zoning Ordinance, except as modified herein and as appears on Exhibit C, attached hereto and made a part hereof.

- Max home price \$225,000 or 140% of HUD – Portland Metropolitan Statistical Area PMSA
- New England style architecture
- Approved building designs

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

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

- A. The Recreation Facilities and Open Space Impact Fee Ordinance of the Town of Cumberland shall remain in effect and be dedicated to the West Cumberland Playground Project as outlined in the 2012 CIP .
- B. Sewer Easements- Future Sewer area as appears in Exhibit D

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

V. **Miscellaneous Provisions:**

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

developing the Project. A true copy of this Agreement shall be recorded in the Cumberland County Registry of Deeds.

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

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

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

IX. **Severability:** In the event any one or more clauses of this Agreement shall be held to be void or unenforceable for any reason by any court of competent jurisdiction, such clause or clauses shall be deemed to be severable and of no force or effect in such jurisdiction, and the remainder of this Agreement shall be deemed to be valid and in full force and effect, and the terms of this Agreement shall be equitably adjusted if possible so as to compensate the appropriate party for any consideration lost because of the elimination of such clause or clauses.

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

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

WITNESS:

\_\_\_\_\_

Town of Cumberland

By:

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

WITNESS:

\_\_\_\_\_

Company

By:

\_\_\_\_\_  
Owner  
Its Manager



## EXHIBITS

**Exhibit A**

Survey of the Property

**Exhibit B**

Approved Concept Plan

**Exhibit C**

Summary of Zoning Amendments

**Exhibit D**

Plan of Future Sewer Easements

**EXHIBIT A- Survey**

**EXHIBIT B- Concept Plan**



**EXHIBIT C**  
**Summary of Zoning Amendments**

A) The following minimum lot frontages shall be required within the Contract Zone as follows:

Use	Min. Lot Frontage
Detached Single Family Residential Structure	75'

B) The following minimum setbacks within the VOC I District shall be modified for all structures within the Contract Zone as follows:

Structure Type	Front	Side	Rear
Detached Single Family Residential Structure and Garage	25'	10'	75'
Driveways & Sheds	25'(Shed)	10'both	10'(Shed)

C) All public roads within the Contract Zone (Phase I of the VGRMP), including the full extent of Wyman Way connecting to Main Street, shall be designed in accordance with the residential sub-collector roadway standards as contained in Section 8.2 of the Subdivision Ordinance, as modified by Section 204.13.5.4 of the V-MUZ District and as further modified below:

Standard	Public Road
Paved Sidewalk	5' (one side)
Min. Tangent Length Between Curves of Reverse Alignment	TBD
Min. Distance Between Street Intersections on Same Side	Provided for Review by Engineer( TBD)
Min. Distance Between Street Intersections on Opposite Side	TBD
Min. Pavement Radii at Intersections	TBD
Min. K Factor, Crest Vertical Curve	TBD
Min. K Factor, Sag Vertical Curve	TBD
MPH Design Speed	25 MPH
Min. Property Line Radius at Intersection	TBD
Dead End Turn Around	TBD

D) The following design standards shall apply to the Contract Zone (Phase I of the VOC I) as follows:

1. The drainage system for public shall consist of closed drainage to the extent practicable; however, shallow under-drained swales may be used alongside roadways where no sidewalk is proposed. Where sidewalks are proposed, they shall be constructed with curb and access to the closed drain system through catch basin inlets, for example.
2. No minimum wooded buffer strip is required to be maintained along existing public streets as referenced in Section 7.9 of the Subdivision Ordinance.
3. Curbing at roadways to be either bituminous or slip form concrete.
4. A minimum 50' buffer shall be maintained along the exterior of the VOC I and abutting residential development as shown on the concept plan

**E) Lot sizes shall be no less than 20,000 SF**

**EXHIBIT D – Future Sewer Easements**



# **PURCHASE & SALE AGREEMENTS**

**PURCHASE AND SALE AGREEMENT - LAND ONLY**Offer Date April 25, 2012

April 25, 2012 Effective Date  
 Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Telos Capital, LLC or Assigns,Castle Rock Business Park, LLC,

("Buyer") and

("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all ☐ part of; If "part of" see para. 22 for explanation) the property situated in municipality of Cumberland, County of Cumberland, State of Maine, located at 00 Gray Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) 25701, Page(s) 249.

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 450,000.00. Buyer ☐ has delivered; or ☒ will deliver to the Agency within \*see #22 days of the Offer Date, a deposit of earnest money in the amount \$ 5,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ N/A will be delivered N/A. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. EARNEST MONEY/ACCEPTANCE: ReMax Allied Real Estate ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 26, 2012 (date) 5:00 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on \*See Paragraph #10/pt#15 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

January 2012

Page 1 of 4 - P&amp;S-LO

Buyer(s) Initials

Seller(s) Initials

RE/MAX Allied 909 Roosevelt Trail Windham, ME 4062  
 Phone: (207)892-2214

Fax:

George Turner

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 [www.ziplogix.com](http://www.ziplogix.com)

Telos



11. **FINANCING:** This Agreement ☒ is ☐ is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a See Para #22 loan of \_\_\_\_\_ % of the purchase price, at an interest rate not to exceed \_\_\_\_\_ % and amortized over a period of \_\_\_\_\_ years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
  - Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within \_\_\_\_\_ days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
  - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
  - After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.
  - Buyer agrees to pay no more than \_\_\_\_\_ points. Seller agrees to pay up to \$ \_\_\_\_\_ toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
  - Buyer's ability to obtain financing ☐ is ☐ is not subject to the sale of another property. See addendum Yes ☐ No ☐.
  - Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. **BROKERAGE DISCLOSURE:** Buyer and Seller acknowledge they have been advised of the following relationships:

George S. Turner ( 002067 ) of REMAX/ALLIED Real Estate ( 1898 )  
 Licensee MLS ID Agency MLS ID  
 is a ☒ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

\_\_\_\_\_  
 Licensee ( \_\_\_\_\_ ) of \_\_\_\_\_ ( \_\_\_\_\_ )  
 is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker  
 MLS ID Agency MLS ID

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. **PROPERTY DISCLOSURE FORM:** Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. **DEFAULT/RETURN OF EARNEST MONEY:** In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

15. **MEDIATION:** Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. **PRIOR STATEMENTS:** Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. **HEIRS/ASSIGNS:** This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. **COUNTERPARTS:** This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. **NOTICE:** Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. **EFFECTIVE DATE:** This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.



10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60	Buyer	Buyer
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60	Buyer	Buyer
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30	Buyer	Buyer
7. WATER Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	30	Buyer	Buyer
8. SUB-DIVISION APPROVAL Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60	Buyer	Buyer
9. DEP/LURC APPROVALS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60	Buyer	Buyer
10. ZONING VARIANCE Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	60	Buyer	Buyer
11. HABITAT REVIEW/ WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. MDOT DRIVEWAY/ ENTRANCE PERMIT Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	Buyer	Buyer
13. DEED RESTRICTION Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	Buyer	Buyer
14. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. OTHER Purpose: <u>Subject to Cumberland Council approval of Affordable Housing Plan submission</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	Buyer	Buyer

Further specifications regarding any of the above: by buyer and allowance of at least 18 20000 square foot lots on subject premises. Closing to take place within 30 days of Cumberland Council approval of buyer's plan and contract zoning of subject property for affordable housing

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.

21. **CONFIDENTIALITY:** Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. **OTHER CONDITIONS:** This contract is subject to \$200000 down payment at closing and an additional \$250000 to be financed by a seller held mortgage on 14 lots. Mortgage payment by lot releases at \$30000 per lot on 1st 8 lots as each single family house sells. Final \$10000 payment shall be made on the 10th sale. Earnest money payable after meeting with *TELOS SERVICE* *TE*

23. **GENERAL PROVISIONS:**

- A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

24. **ADDENDA:** ☐ Yes Explain: \_\_\_\_\_ ☐ No

Buyer's Mailing address is \_\_\_\_\_

BUYER *Teles Capital, LLC or Assigns*

DATE *4/24/12*

BUYER

DATE

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is \_\_\_\_\_

SELLER *Castle Rock Business Park, LLC* DATE

SELLER

DATE

**COUNTER-OFFER**

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) \_\_\_\_\_ (time) \_\_\_\_\_ AM \_\_\_\_\_ PM.

SELLER \_\_\_\_\_ DATE

SELLER

DATE

The Buyer hereby accepts the counter offer set forth above.

BUYER \_\_\_\_\_ DATE

BUYER

DATE

**EXTENSION:**

The time for the performance of this Agreement is extended until \_\_\_\_\_

DATE

SELLER \_\_\_\_\_ DATE

SELLER

DATE

BUYER \_\_\_\_\_ DATE

BUYER

DATE



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Teles



# PURCHASE AND SALE AGREEMENT - LAND ONLY

April 19, 2012  
Offer Date

April 28, 2012 Effective Date  
Effective Date is defined in Paragraph 20 of this Agreement.

1. PARTIES: This Agreement is made between Walnut Hill Investments Inc. ("Buyer") and Doris Wilson ("Seller").

2. DESCRIPTION: Subject to the terms and conditions hereinafter set forth, Seller agrees to sell and Buyer agrees to buy (☒ all ☐ part of; If "part of" see para. 22 for explanation) the property situated in municipality of Cumberland County of Cumberland, State of Maine, located at 6 Gray Road and described in deed(s) recorded at said County's Registry of Deeds Book(s) 14243, Page(s) 165 and 170 BCG. *dw*

3. PURCHASE PRICE: For such Deed and conveyance Buyer agrees to pay the total purchase price of \$ 165,000.00. Buyer ☐ has delivered; or ☒ will deliver to the Agency within 3 days of the Offer Date, a deposit of earnest money in the amount \$ 3,000.00. If said deposit is to be delivered after the submission of this offer and is not delivered by the above deadline, this offer shall be void and any attempted acceptance of this offer in reliance on the deposit being delivered will not result in a binding contract. Buyer agrees that an additional deposit of earnest money in the amount of \$ N/A will be delivered N/A. Failure by Buyer to deliver this additional deposit in compliance with the above terms shall constitute a default under this Agreement. The remainder of the purchase price shall be paid by wire, certified, cashier's or trust account check upon delivery of the Deed.

This Purchase and Sale Agreement is subject to the following conditions:

4. EARNEST MONEY/ACCEPTANCE: ReMax Allied Real Estate ("Agency") shall hold said earnest money and act as escrow agent until closing; this offer shall be valid until April 23, 2012 (date) 5:00 ☐ AM ☒ PM; and, in the event of non-acceptance, this earnest money shall be returned promptly to Buyer. In the event that the Agency is made a party to any lawsuit by virtue of acting as escrow agent, Agency shall be entitled to recover reasonable attorney's fees and costs which shall be assessed as court costs in favor of the prevailing party.

*BCG* 5. TITLE AND CLOSING: A deed, conveying good and merchantable title in accordance with the Standards of Title adopted by the Maine Bar Association shall be delivered to Buyer and this transaction shall be closed and Buyer shall pay the balance due and execute all necessary papers on June 15, 2012 (closing date) or before, if agreed in writing by both parties. If Seller is unable to convey in accordance with the provisions of this paragraph, then Seller shall have a reasonable time period, not to exceed 30 calendar days, from the time Seller is notified of the defect, unless otherwise agreed to in writing by both Buyer and Seller, to remedy the title. Seller hereby agrees to make a good-faith effort to cure any title defect during such period. If, at the later of the closing date set forth above or the expiration of such reasonable time period, Seller is unable to remedy the title, Buyer may close and accept the deed with the title defect or this Agreement shall become null and void in which case the parties shall be relieved of any further obligations hereunder and any earnest money shall be returned to the Buyer.

6. DEED: The property shall be conveyed by a Warranty deed, and shall be free and clear of all encumbrances except covenants, conditions, easements and restrictions of record which do not materially and adversely affect the continued current use of the property.

7. POSSESSION: Possession of premises shall be given to Buyer immediately at closing unless otherwise agreed in writing.

8. RISK OF LOSS: Until the closing, the risk of loss or damage to said premises by fire or otherwise, is assumed by Seller. Buyer shall have the right to view the property within 24 hours prior to closing for the purpose of determining that the premises are in substantially the same condition as on the date of this Agreement.

9. PRORATIONS: The following items, where applicable, shall be prorated as of the date of closing: rent, association fees, (other) N/A. Real estate taxes shall be prorated as of the date of closing (based on municipality's fiscal year). Seller is responsible for any unpaid taxes for prior years. If the amount of said taxes is not known at the time of closing, they shall be apportioned on the basis of the taxes assessed for the preceding year with a reapportionment as soon as the new tax rate and valuation can be ascertained, which latter provision shall survive closing. Buyer and Seller will each pay their transfer tax as required by State of Maine.

January 2012

Page 1 of 4 - P&S-LO

Buyer(s) Initials BCG

Seller(s) Initials d. w.

RE/MAX Allied 909 Roosevelt Trail Windham, ME 4062  
Phone: (207)892-2214

Fax:

George Turner

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Untitled



10. DUE DILIGENCE: Buyer is encouraged to seek information from professionals regarding any specific issue or concern.

Neither Seller nor Licensee makes any warranties regarding the condition, permitted use or value of Sellers' real property. This Agreement is subject to the following contingencies, with results being satisfactory to Buyer:

CONTINGENCY	YES	NO	DAYS FOR COMPLETION	OBTAINED BY	TO BE PAID FOR BY
1. SURVEY Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
2. SOILS TEST Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
3. SEPTIC SYSTEM DESIGN Purpose: <u>subject to Town of Cumberland approval of suitable design</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<u>buyer</u>	<u>buyer</u>
4. LOCAL PERMITS Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>*</u>	<u>buyer</u>	<u>buyer</u>
5. HAZARDOUS WASTE REPORTS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
6. UTILITIES Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
7. WATER Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
8. SUB-DIVISION APPROVAL Purpose: <u>subject to Town of Cumberland approval of 20000 SF minimum lot sizes</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>*</u>	<u>buyer</u>	<u>buyer</u>
9. DEP/LURC APPROVALS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
10. ZONING VARIANCE Purpose: <u>subject to zoning change allowing affordable housing on subject property</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>*</u>	<u>buyer</u>	<u>buyer</u>
11. HABITAT REVIEW/WATERFOWL Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
12. MDOT DRIVEWAY/ENTRANCE PERMIT Purpose: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>*</u>	<u>buyer</u>	<u>buyer</u>
13. DEED RESTRICTION Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
14. TAX EXEMPT STATUS Purpose: _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____
15. OTHER Purpose: <u>*days for completion subject to Town approval process. Close on approval BCG</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>*</u>	_____	_____

Further specifications regarding any of the above: Buyer agrees to reserve and deed to Doris Wilson, as consideration for this agreement, one 20000 square foot approved buildable lot on subject premises, in the location of her choosing within the approved subdivision plan. BCG d.w.

lot #1 will be the deeded lot.

Unless otherwise specified above, all of the above will be obtained and paid for by Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, Buyer will declare the Agreement null and void by notifying Seller in writing within the specified number of days, and any earnest money shall be returned to Buyer. If the result of any investigation or other condition specified herein is unsatisfactory to Buyer, and Buyer wishes to pursue remedies other than voiding the Agreement, Buyer must do so to full resolution within the time period set forth above; otherwise this contingency is waived. If Buyer does not notify Seller that an investigation is unsatisfactory within the time period set forth above, this contingency is waived by Buyer. In the absence of inspection(s) mentioned above, Buyer is relying completely upon Buyer's own opinion as to the condition of the property.



11. FINANCING: This Agreement ☐ is ☒ is not subject to Financing. If subject to Financing:
- This Agreement is subject to Buyer obtaining a N/A loan of N/A % of the purchase price, at an interest rate not to exceed N/A % and amortized over a period of \_\_\_\_\_ years. Buyer is under a good faith obligation to seek and obtain financing on these terms.
  - Buyer to provide Seller with letter from lender showing that Buyer has made application for loan specified in (a) and, subject to verification of information, is qualified for the loan requested within N/A days from the Effective Date of the Agreement. If Buyer fails to provide Seller with such letter within said time period, Seller may terminate this Agreement and the earnest money shall be returned to Buyer.
  - Buyer hereby authorizes, instructs and directs its lender to communicate the status of the Buyer's loan application to Seller, Seller's licensee or Buyer's licensee.
  - After (b) is met, Buyer is obligated to notify Seller in writing if a lender notifies Buyer that it is unable or unwilling to provide said financing. Any failure by Buyer to notify Seller within two days of receipt by Buyer of such notice from a lender shall be a default under this Agreement.
  - Buyer agrees to pay no more than N/A points. Seller agrees to pay up to \$ N/A toward Buyer's actual pre-pays, points and/or closing costs, but no more than allowable by Buyer's lender.
  - Buyer's ability to obtain financing ☐ is ☒ is not subject to the sale of another property. See addendum Yes ☐ No ☒.
  - Buyer may choose to pay cash instead of obtaining financing. If so, Buyer shall notify Seller in writing including providing proof of funds and the Agreement shall no longer be subject to financing, and Seller's right to terminate pursuant to the provisions of this paragraph shall be void.

12. BROKERAGE DISCLOSURE: Buyer and Seller acknowledge they have been advised of the following relationships:

George S. Turner ( 002067 ) of REMAX/ALLIED Real Estate ( 1898 )  
Licensee MLS ID Agency MLS ID  
is a ☒ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

\_\_\_\_\_  
Licensee ( \_\_\_\_\_ ) of \_\_\_\_\_ Agency ( \_\_\_\_\_ )  
MLS ID  
is a ☐ Seller Agent ☐ Buyer Agent ☐ Disc Dual Agent ☐ Transaction Broker

If this transaction involves Disclosed Dual Agency, the Buyer and Seller acknowledge the limited fiduciary duties of the agents and hereby consent to this arrangement. In addition, the Buyer and Seller acknowledge prior receipt and signing of a Disclosed Dual Agency Consent Agreement.

13. PROPERTY DISCLOSURE FORM: Buyer acknowledges receipt of Seller's Property Disclosure Form.

14. DEFAULT/RETURN OF EARNEST MONEY: In the event of default by the Buyer, Seller may employ all legal and equitable remedies, including without limitation, termination of this Agreement and forfeiture by Buyer of the earnest money. In the event of a default by Seller, Buyer may employ all legal and equitable remedies, including without limitation, termination of this Agreement and return to Buyer of the earnest money. Agency acting as escrow agent has the option to require written releases from both parties prior to disbursing the earnest money to either Buyer or Seller.

15. MEDIATION: Earnest money disputes subject to the jurisdiction of small claims court will be handled in that forum. For all other disputes or claims arising out of or relating to this Agreement or the property addressed in this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules. Buyer and Seller are bound to mediate in good faith and pay their respective mediation fees. If a party does not agree first to go to mediation, then that party will be liable for the other party's legal fees in any subsequent litigation regarding that same matter in which the party who refused to go to mediation loses in that subsequent litigation. This clause shall survive the closing of the transaction.

16. PRIOR STATEMENTS: Any representations, statements and agreements are not valid unless contained herein. This Agreement completely expresses the obligations of the parties.

17. HEIRS/ASSIGNS: This Agreement shall extend to and be obligatory upon heirs, personal representatives, successors, and assigns of the Seller and the assigns of the Buyer.

18. COUNTERPARTS: This Agreement may be signed on any number of identical counterparts, such as a faxed copy, with the same binding effect as if the signatures were on one instrument. Original, faxed or other electronically transmitted signatures are binding.

19. NOTICE: Any notice, communication or document delivery requirements hereunder may be satisfied by providing the required notice, communication or documentation to the party or their licensee. Withdrawals of offers and counteroffers will be effective upon communication, verbally or in writing.

20. EFFECTIVE DATE: This Agreement is a binding contract when signed by both Buyer and Seller and when that fact has been communicated which shall be the Effective Date. Licensee is authorized to fill in the Effective Date on Page 1 hereof. Except as expressly set forth to the contrary, the use of the term "days" in this Agreement, including all addenda made a part hereof, shall mean business days defined as excluding Saturdays, Sundays and any observed Maine State/Federal holidays. Deadlines in this Agreement, including all addenda, expressed as "within x days" shall be counted from the Effective Date, unless another starting date is expressly set forth, beginning with the first day after the Effective Date, or such other established starting date, and ending at 5:00 p.m. Eastern Time on the last day counted. Unless expressly stated to the contrary, deadlines in this Agreement, including all addenda, expressed as a specific date shall end at 5:00 p.m. Eastern Time on such date.



21. CONFIDENTIALITY: Buyer and Seller authorize the disclosure of the information herein to the real estate licensees, attorneys, lenders, appraisers, inspectors, investigators and others involved in the transaction necessary for the purpose of closing this transaction. Buyer and Seller authorize the lender and/or closing agent preparing the entire closing statement to release a copy of the closing statement to the parties and their licensees prior to, at and after the closing.

22. OTHER CONDITIONS:

23. GENERAL PROVISIONS:

- A copy of this Agreement is to be received by all parties and, by signature, receipt of a copy is hereby acknowledged. If not fully understood, contact an attorney. This is a Maine contract and shall be construed according to the laws of Maine.
- Seller acknowledges that State of Maine law requires buyers of property owned by non-resident sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Services.
- Buyer and Seller acknowledge that under Maine law payment of property taxes is the legal responsibility of the person who owns the property on April 1, even if the property is sold before payment is due. If any part of the taxes is not paid when due, the lien will be filed in the name of the owner as of April 1 which could have a negative impact on their credit rating. Buyer and Seller shall agree at closing on their respective obligations regarding actual payment of taxes after closing. Buyer and Seller should make sure they understand their obligations agreed to at closing and what may happen if taxes are not paid as agreed.
- Buyer acknowledges that Maine law requires continuing interest in the property and any back up offers to be communicated by the listing agent to the Seller.

24. ADDENDA: ☐ Yes Explain: \_\_\_\_\_ ☒ No

Buyer's Mailing address is \_\_\_\_\_

Benjamin C. Groves 4/28/12 \_\_\_\_\_  
BUYER DATE BUYER DATE  
Walnut Hill Investments Inc.

Seller accepts the offer and agrees to deliver the above-described property at the price and upon the terms and conditions set forth and agrees to pay agency a commission for services as specified in the listing agreement.

Seller's Mailing address is Main Street, Cumberland, ME 04021

Doris Wilson 4/19/12 \_\_\_\_\_  
SELLER DATE SELLER DATE  
Doris Wilson

COUNTER-OFFER

Seller agrees to sell on the terms and conditions as detailed herein with the following changes and/or conditions:

The parties acknowledge that until signed by Buyer, Seller's signature constitutes only an offer to sell on the above terms and the offer will expire unless accepted by Buyer's signature with communication of such signature to Seller by (date) \_\_\_\_\_  
(time) \_\_\_\_\_ AM \_\_\_\_\_ PM.

\_\_\_\_\_  
SELLER DATE SELLER DATE

The Buyer hereby accepts the counter offer set forth above.

\_\_\_\_\_  
BUYER DATE BUYER DATE

EXTENSION:

The time for the performance of this Agreement is extended until \_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER DATE SELLER DATE

\_\_\_\_\_  
BUYER DATE BUYER DATE



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# **Castle Rock Approach**

**Telos Capital, LLC**  
84 Middle Street  
Portland, ME  
04101

Town Council  
Town of Cumberland  
290 Tuttle Road  
Cumberland, Maine  
04021

May 14, 2012

Dear Sir(s),

I am pleased to be writing to you in regards to property which my company has agreed to acquire located on Route 100 in Cumberland and currently known as Castlerock Business Park.

It is our hope that, working in conjunction with Town Planner Carla Nixon and other town officials, we can create a residential subdivision consisting of 17 affordable homes on Castlerock Drive.

I have been involved in the mortgage, title and real estate industries since 1988 and have provided financing for commercial and residential projects throughout the state. Joining me for this project will be Scott LaLumiere, a Cumberland resident with extensive experience in residential development. Scott's projects include Rockwood in Cumberland, Properties by the Sea in Saco and, currently, Newfield Ridge in Freeport. Newfield Ridge is strikingly similar to the Castle Rock project. Scott purchased a stalled 24 lot subdivision with completed infrastructure in January of this year. In less than four (4) months, eight (8) homes have been sold and are now in varying stages of construction.

In order to successfully develop the Castlerock property, our amended subdivision plan will require approval of a contract zone by the Town of Cumberland. Currently the property is zoned Village Office Commercial 1 (VOC1) and Rural Residential 1 (RR1). The contract zone will need to make allowances for the following;

17 residential building lots

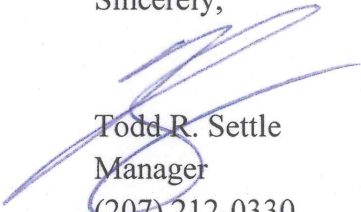
Minimum lot size to be 15,000 sf  
Minimum road frontage to be 75 feet  
Minimum side setback to be 10 feet  
Minimum front setback to be 10 feet  
Home prices may not exceed \$229,000.00 (by the developer)

Homes planned for Castlerock will be tastefully unique in design and energy efficient. A landscape architect will be engaged in order to make the community as cohesive and appealing as possible.

At this time, we anticipate total capital requirements for the project of \$890,000.00. We are prepared to provide proof of financial capacity upon request.

I look forward to working with you to complete a successful project in the Town of Cumberland.

Sincerely,



Todd R. Settle  
Manager  
(207) 212-0330



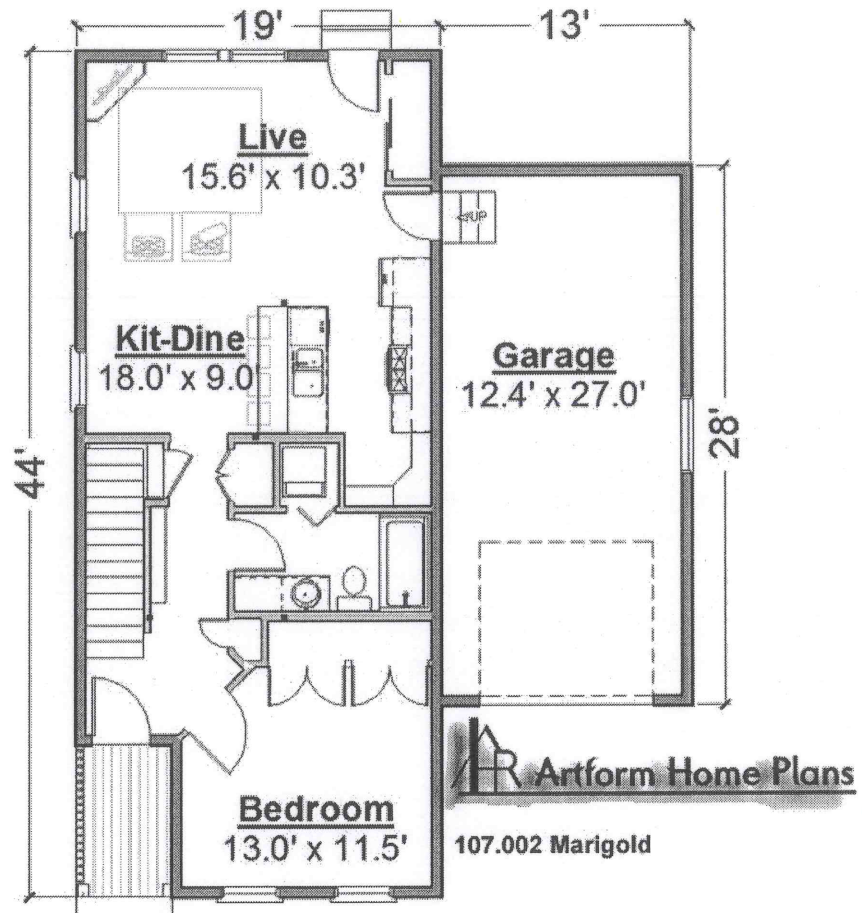
## **Marigold**

**1,202 Square Feet, 2 Bedroom (optional 3<sup>rd</sup>), 2 Bathroom**

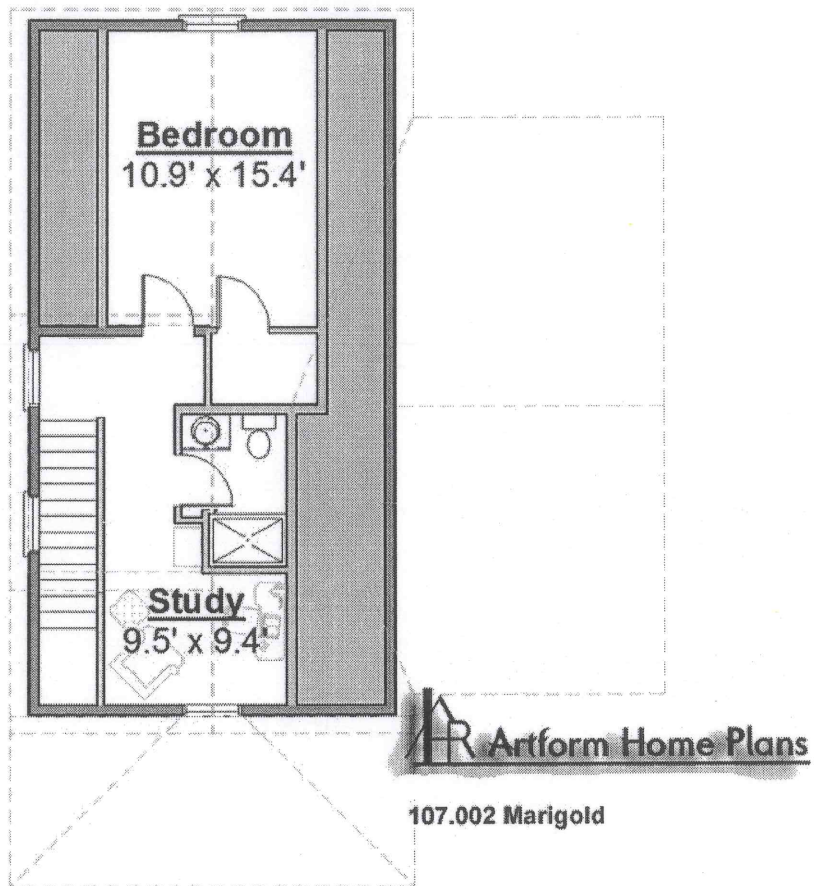
**1 Car Attached Garage**



## Marigold First Floor



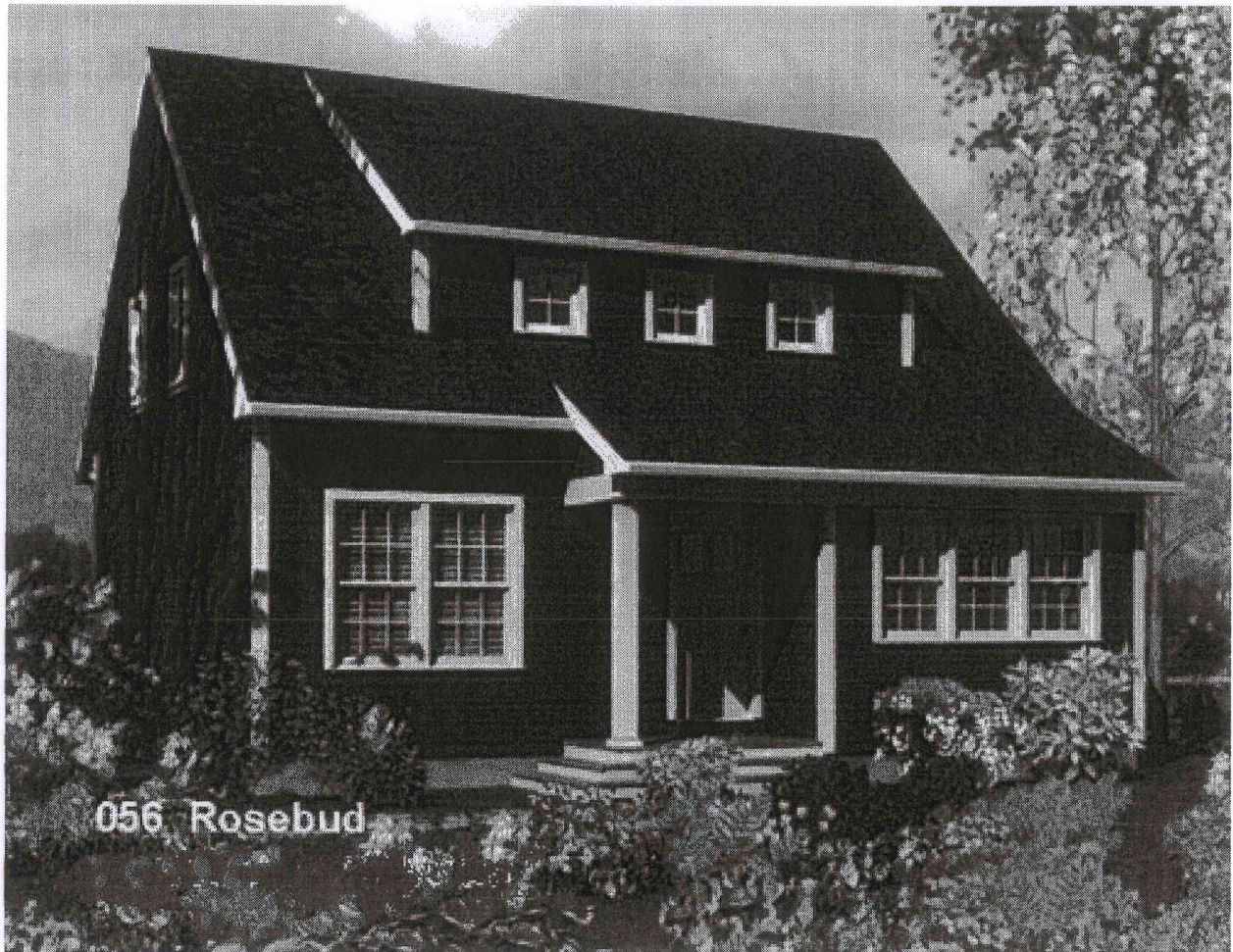
## Marigold Second Floor



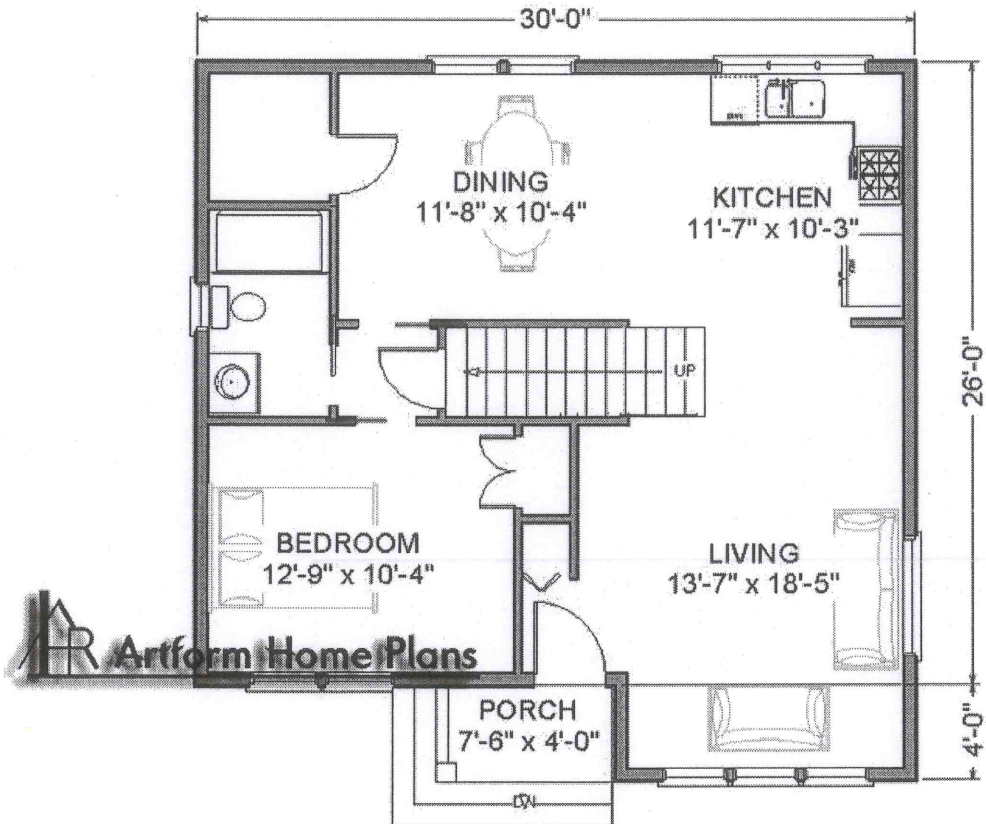


**Rosebud Cottage**

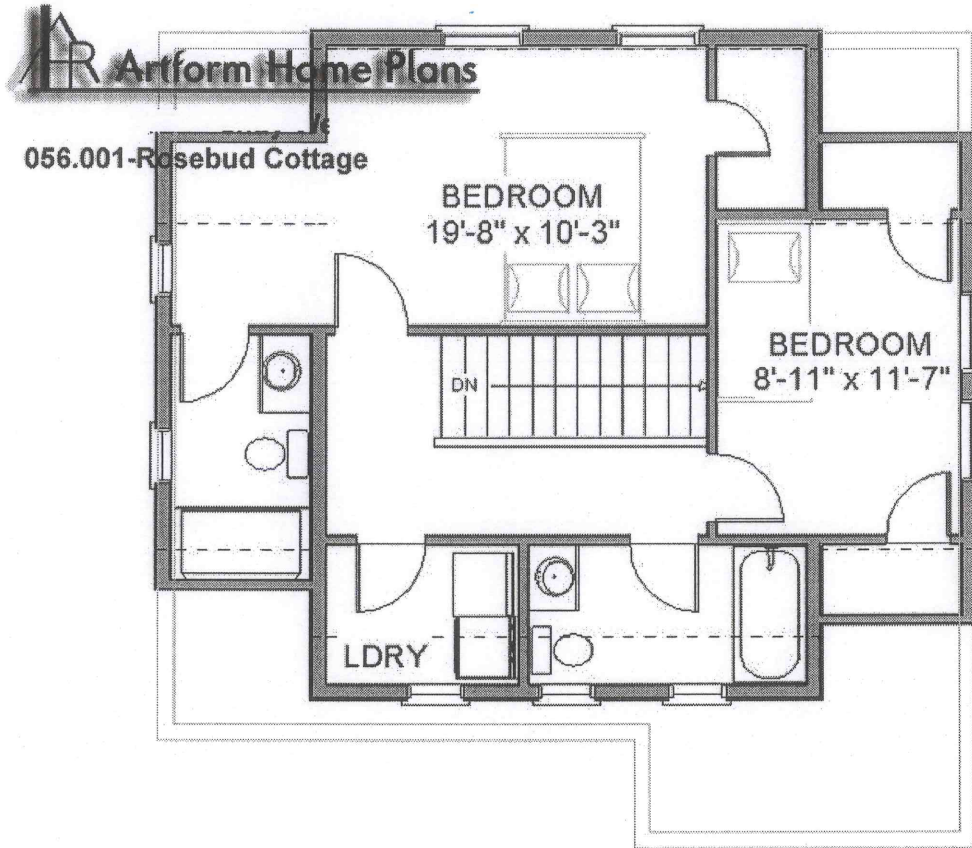
**1,483 Square feet, 3 Bedroom, 2.5 Bathroom**



## Rosebud Cottage First Floor



## Rosebud Cottage Second Floor





## **Opal Bronze**

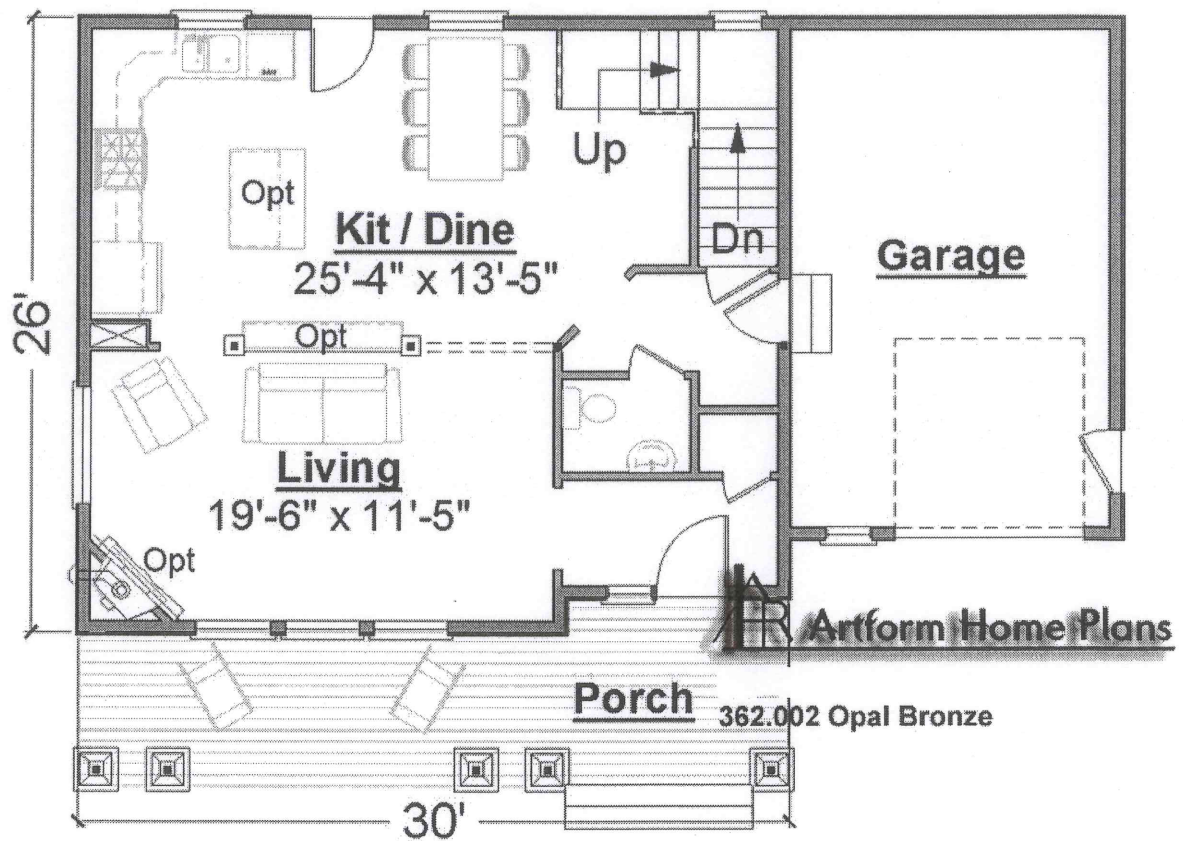
**1,625 square feet, 3 Bedroom, 2.5 Bathroom**

**1 Car Attached Garage**



**Opal Bronze**  
**Artform Home Plans**

## Opal Bronze First Floor





## Opal Bronze Second Floor

