

AGENDA

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, June 16, 2014

6:00 Executive Session

7:00 p.m. Call to Order

I. CALL TO ORDER

II. EXECUTIVE SESSION pursuant to 1 M.R.S.A., § 405(6)(C) re: real property.
Town Council may take action based on results of Executive Session

III. APPROVAL OF MINUTES
June 2, 2014

IV. MANAGER'S REPORT

V. PUBLIC DISCUSSION

VI. LEGISLATION AND POLICY

14 – 100 To swear in newly elected Town Councilors.

14 – 101 Election of Council Chair and Vice-Chair.

14 – 102 To hold a Public Hearing to award the Tax Anticipation Notes for FY2015.

14 – 103 To hear a report from the Finance Committee Chair and to authorize the Town Manager to transfer inter-departmental operating funds for FY' 14.

14 – 104 To consider and act on Commercial Hauler's license renewals for FY' 15.

14 – 105 FY' 15 Town Council Committee Assignments.

14 – 106 To hold a Public Hearing to consider and act on annual temporary Victualer's Licenses for Non-Profit Organizations for the period of July 1st, 2014 – June 30th, 2015.

14 – 107 To set a Special Town Council Meeting date of June 30, 2014.

14 – 108 To set a Public Hearing date (June 30th) to consider and act on authorizing the Town Manager to execute a lease agreement with Verizon for a cell tower at Val Halla maintenance building, pursuant to Planning Board approval.

14 – 109 To set a Public Hearing date (June 30th) to consider and act on authorizing the Town Manager to execute a Purchase & Sale Agreement with the Maine Central Railroad Company for 13.13 acres located off of Tuttle Road.

14 – 110 To amend the dollar amount for the municipal property tax levy for LD 1 for FY 2014.

14 – 111 To set a workshop date of July 14th re: amendments to Chapter 200 (Roads and Public Property), Section 2 (Animals at large), and Chapter 17 (Animal Control), Section 3 (Dogs at Large) and Section 5 (Violations and Penalties), of the Cumberland Code.

14 – 112 To consider and act on authorizing the Town Manager to enter into an agreement with Sevee & Mahar to close the construction and demolition landfill at the Public Works facility on Drowne Road.

VII. NEW BUSINESS

VIII. ADJOURNMENT

MOTIONS

MOTIONS

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

14 – 100 Town Clerk will administer oath of office.

14 – 101 **I move to appoint Councilor** _____ as Council Chair.

I move to appoint Councilor _____ as Council Vice-Chair.

14 – 102 **I move to authorize** the Town Manager to execute a Tax Anticipation Note with Androscoggin Bank for FY'15 at an interest rate of 0.70% and a total of \$2,000,000.00.

14 – 103 **I move the authorize the Town Manager** to make interdepartmental fund transfers between Departments to close-out the FY 2014 budget, per the recommendations of the Finance Committee.

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

Val Halla Operating Loss	\$125,000
Senior Circuit Breaker Fund	\$ 70,000
Railroad Land Purchase	\$ 40,000
NELMA Land Purchase	\$250,000
Stump Dump Engineering & Permits	\$ 50,000
Blackstrap	\$150,000
CIP Equipment (shoulder machine, GPS, CB pickup)	\$ 80,000
Land Acquisition	\$ 30,000
FY2013 Authorized Transfer to VH to reduce "due to" from GF	\$425,000
FY2014 Transfer to VH to reduce "due to" GF	\$295,000

And any excess 2014 General Fund to be transferred to the Blackstrap Road project.

14 – 104 **I move to approve** the Commercial Hauler's license renewals for FY'15.

14 – 105 **I move to approve** the FY'15 Town Council Committee Assignments as presented.

14 – 106 **I move to approve** the annual temporary Victualer's Licenses for Non-Profit Organizations for the period of July 1st, 2014 – June 30th, 2015.

14 – 107 **I move to set** a Special Town Council Meeting date of Monday, June 30, 2014 at 7:00 p.m.

14 – 108 **I move to set** a Public Hearing date of June 30th to consider and act on authorizing the Town Manager to execute a lease agreement with Verizon for a cell tower at Val Halla maintenance building, pursuant to Planning Board approval.

14 – 109 **I move to set** a Public Hearing date of June 30th to consider and act on authorizing the Town Manager to execute a Purchase & Sale Agreement with the Maine Central Railroad Company for 13.13 acres located off of Tuttle Road.

- 14 – 110 **Be it ordered**, to increase the increase the property tax levy limit to \$4,595,361, pursuant to Title 30-A, Section 5721-A of the Maine Revised Statutes, as amended, it is the intent of the Town Council to increase the commitment to greater than the Property Tax Levy Limit for Fiscal year 2014.
- 14 – 111 **I move to set** a workshop date of July 14th re: amendments to Chapter 200 (Roads and Public Property), Section 2 (Animals at large), and Chapter 17 (Animal Control), Section 3 (Dogs at Large) and Section 5 (Violations and Penalties), of the Cumberland Code.
- 14 – 112 **I move to authorize** the Town Manager to enter into an agreement with Sevee & Mahar to close the construction and demolition landfill at the Public Works facility on Drowne Road.

MINUTES

06/02/14

MINUTES

Cumberland Town Council Meeting

Town Council Chambers

MONDAY, June 2, 2014

7:00 p.m. Call to Order

7:00 P.M. Call to Order

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

Excused: Councilor Gruber

I. APPROVAL OF MINUTES

Motion by Councilor Bingham, seconded by Councilor Turner, to approve the May 12, 2014 minutes as presented.

VOTE: 6-0 UNANIMOUS

Motion by Councilor Bingham, seconded by Councilor Turner, to approve the May 20, 2014 minutes as presented.

VOTE: 6-0 UNANIMOUS

II. MANAGER'S REPORT

We learned last week from Summit Natural Gas that nearly 30 million dollars has been cut from our project area this year. This has to do with the project over runs that Summit had last year. Consequently, we had 28 neighborhoods removed from the 2014 build. We are still encouraging people to sign up and not waiting for their neighbors to do so. This will populate the build for 2015.

Councilor Bingham gave a speech on Memorial Day that received so many positive comments, the Manager asked him to read it this evening:

First, I would once again like to recognize the members of the Veteran's Monument Committee, Linda Collins, Steve Moriarty, David Joyce, Glen "Hutch" Hutchins, Bill Brown, Harland Storey, Bob Story, Brenda Moore and Bill Shane for their leadership in the establishment of this beautiful monument that sits before us.

As an additional note, there are many of us who were not born or educated in Cumberland but have been long time residents of the community. We were very grateful to the committee for their policy that allowed the names of long term residents to appear on the monument. It means a great deal to us.

It was January in 1969, I was a newly married 2nd lieutenant stationed at Ft. Monmouth, New Jersey. I was in a temporary duty situation prior to my deployment to Vietnam in June. On a Sunday morning I was told to report to the headquarters building immediately. Upon arrival I was given orders for an assignment as a survival assistance officer, that a car and driver was waiting, and I was to travel to Patterson to assist a family that had been notified the day before that their son had been killed in action in Vietnam. Even though I was 25 at the time, nothing in life prepares one for situations like this. The soldier's name was James Franklin Boyce or "Frankie" to his friends and family. Over the next few weeks I met several times with the family, including planning and assisting in his funeral and burial. I learned a lot about Frankie and how he was a budding musician with a band. I think often about Frankie and his family.

A couple of years ago we had a reunion with some of the members of my Vietnam outfit in the Washington DC area. On Saturday morning we went into the city to visit the World War II, Korea and Vietnam Memorials. I'm sure a lot of you have been there and know the powerful emotions that emanate from the place. I must say that I approached the Vietnam Memorial with a lot of trepidation as I suspect many Vietnam Veterans do, but there are volunteers on hand to provide assistance. So, there on Panel 34 West - Row 41 was Frankie's name. Other

Panels had the name of my fraternity brother Charlie Yahgoobian, and another my college classmate Brad Goff, who remains missing. It's an amazing place. At the bottom folks place flowers, a pack of cigarettes, a can of beer, medals and notes. These folks are never forgotten – nor should they be.

Today we honor the men and women of all wars that died in the service of their country. What we sometimes forget is that after the 21 gun salute, after the playing of taps and after the flag is presented to the grieving family, that the folks remaining have to continue on with their lives and memories. I sometimes think that similar honors should also be bestowed on the survivors who have to live each day with the memories of lost loved ones. Wars just never seem to stop. Records appear on monuments going back 5,000 years in Mesopotamia and Egypt. I've often wondered if something hasn't been programmed into our DNA.

Now we have video games like Call of Duty and the like. Well, many of you present today know firsthand that war is no video game. It wasn't to Navy Seals Chris Till and Dave Williams - Cumberland residents who fought in the hills of Afghanistan. It wasn't a game for Bob Boyd a Yarmouth resident, friend of many here and the namesake of the Amvets Post in Yarmouth who lost his life two weeks before he was scheduled to return from Vietnam. And it wasn't a game for the men who stormed Normandy beach 70 years ago.

It's my fervent hope that while we do need a strong defense, and require our sons and daughters to serve this cause, that the need to appropriately add names on this monument may diminish as time passes.

Councilor Storey-King said that before giving the speech on Memorial Day, Councilor Bingham announced that he ran the 5K race that morning and came in third place for his age group. Since third place was not in the pie prize category, she presented him with a pie that she baked for him because he came in first place in the speech giving category.

III. PUBLIC DISCUSSION

Steve Woods, Candidate for State Senate, District 25, said that he came here this evening to introduce himself and encourage people to vote next week. Prior to being Chair of the Yarmouth Town Council (for the past 3 years), he was Chair of the Planning Board, he owns a business in Falmouth (Tide Smart Global) and is most proud of is raising his family in this area. He encouraged people to be engaged, do their research, get to know the candidates, and vote next Tuesday.

IV. LEGISLATION AND POLICY

14 – 092 To hold a Public Hearing to consider and act on a Wharfing Out Permit for property located on Sturdivant Island, Map I08/Lot 4.

Town Manager Shane explained that the Coastal Waters Commission met last week to hold a site walk and a Public Hearing. The application is complete and the Coastal Waters Commission has submitted their recommendation with the following conditions of approval:

1. The Code Enforcement Officer shall visit the site during construction.
2. A final inspection shall be performed by the Code Enforcement Officer prior to departure of the general contractor, in this case Tower Specialists Inc.
3. The homeowner is encouraged to minimize disturbance along the top of the embankment.
4. No lighting shall be permitted with this application.
5. All marine floats, floatation pieces, ramps, docks, and the miscellaneous materials currently stored in the cove shall be removed by June 2, 2015
6. Any change in use of the proposed application shall require a new application and Public Hearing before the Coastal Waters Commission. This application approval was for a residential use of the property owner.

Chairman Stiles opened the Public Hearing.
Public discussion: None
Chairman Stiles closed the Public Hearing.

Chairman Stiles asked why there were no lighting requirements.

Tim Forrester of Eco-Analysts, Inc. said that this particular dock is set deep into a cove and the piers around it stick out further than it will. It is not a structure that extends out into navigable waters of that area. He feels that lighting is not necessary.

Motion by Councilor Bingham, seconded by Councilor Edes, to approve the Wharfing Out Permit for Herbert Strout for a proposed pier, ramp, float and float haul-out system to be located on Sturdivant Island (Map 8/Lot 4), as recommended by the Coastal Waters Commission.

VOTE: 6-0 UNANIMOUS

14 – 093 To hold a Public Hearing to consider and act on amendments to Chapter 200 (Roads and Public Property), Section 2 (Animals at large), of the Cumberland Code.

Chairman Stiles thanked the public who sent the Council e-mails on this item. The Town Council is guided by the Twin Brook Committee and the Rines Forest Committee, both who have looked at this situation and have given the Council their recommendation. He asked that initially, only Town residents speak and try not to repeat what has already been said. He will give non-residents an opportunity to speak at the end. Chairman Stiles said that he has always had dogs, has trained dogs, and enjoys dogs. It is a shame that we have come to where we are because of a few people who do not respect the rights of others. We are here tonight in an attempt to come up with a compromise.

Councilor Storey-King reminded everyone that this is a very important process. Tonight we will discuss a proposed ordinance. A similar ordinance was proposed at the last Council meeting that had been discussed at the Rines Forest Committee, Val Halla Advisory Board and the Twin Brook Committee. The ordinance proposed this evening has not been to those committees. The subject of dogs in the park seems to come up annually (misbehaved dogs and wear and tear on the facility). As stewards of the park, we need to take good care of it. There have been rules for dogs at Twin Brook for many years. Since people don't always follow the guidelines, this ordinance will make the situation more enforceable. This issue is not a new one. There have been some complaints over the winter regarding the dogs at Val Halla, which brought up the issue again. We did some research and determined that 2/3 of the residents in Cumberland do not own a dog. We have 996 dogs in Cumberland. The last ordinance that was before the Council was tabled. She personally was against tabling that ordinance. She wanted to vote on it because she was fearful of exactly what happened, that it would go back to the Ordinance Committee and come back stricter. This is a process and this is part of that process.

Town Manager Shane reminded everyone that the new proposed ordinance language addresses the hours that dogs are required to be on leash from 9:00 a.m. to 7:00 p.m.

Chairman Stiles opened the Public Hearing.

Ben Caswell of 19 Conifer Ridge Road said that other than sporting events, dog walkers are the majority of the people who use the park. He feels that the metric is wrong. It should not be the number of dog owners versus non-dog owners. The metrics should be the people who use the parks. If you were to take a survey of who is using the park, there are not twice as many non-dog owners using the park as there are dog owners. He said he would prefer a time when it is not dark to allow dogs off leash. He suggested a sharing of time during the day to allow people to walk their dogs. Granted, there has to be some control over the park. Having specific hours

would make enforcement easier. He urged the Council to get a better idea of who is using the park and not vote on this tonight.

Neil Vining of 217 Harris Road said that Twin Brook and Val Halla are not the same. Twin Brook was donated to the Town to be used as open space.

Councilor Storey-King corrected Mr. Vining. The Town purchased Twin Brook from the Dillenback family for approximately \$250,000.

Bill Black of 4 Lanewood Road said that he has taken his dogs to Twin Brook since Twin Brook has been in existence. He can only recall one instance ever when a dog caused a problem because that particular dog was somewhat aggressive. The people in the park at the time reminded the dog owner that they should refrain from using the park with that dog. People need to be proactive in self-policing when there are problems. He has seen people speak up to others about cleaning up after their dog(s). He feels that rules do not generally end up being good solutions. Undoubtedly there are issues. There will be issues anytime people interact with one another on any level. It comes down to people behaving responsibly. While he understands the need to have rules and parameters around governing people's behavior, keep in mind that putting a rule in place is not really a solution in terms of people's behavior. Since it cannot be enforced, it comes down to people behaving responsibly for themselves and asking their fellow users to be responsible when they see things happening that shouldn't be.

Bonnie Dowling of 4 Lantern Lane, Cumberland Foreside was at Twin Brook today from 1:00 p.m. to 2:00 p.m. with her dogs. There were 2 cars on the Tuttle Road side at the time, and only a few dogs. She has never seen a pack of dogs and is not sure who is complaining and what they are complaining about. She owns 3 dogs and thinks that restricting one to a leash is ridiculous to her. She asked the Council to consider this seriously because it matters to a lot of people.

Daniel Kany of 14 Willow Lane thanked the Council for listening to the public this evening. He thanked Councilor Bingham for responding to his e-mail in which Councilor Bingham said that he personally witnesses an incident. He asked Councilor Bingham for a description of the dog owner and the dog in that incident.

Councilor Bingham responded that he was at his granddaughters running meet when a dog ran out on to the course and a couple of the officials confronted the dog owner and she "basically lost it".

Mr. Kany said that he believes that the woman who was spoken to by the officials was his wife and the people who complained were misinformed about the dog laws. There were a lot of people who complained that do not realize that Twin Brook is an off-leash area. His wife recently encountered two people who were very hostile to her about their dog and they misrepresented the rules. They believed that at no time (on the Tuttle Road side) could dogs be off-leash. He feels that a lot of the tension and problems has to do with poor communication. When all the kids are off in the woods during a running meet, there is no way of knowing that the meet is going on. He feels that this is a problem. Clear signage is the solution. He feels that the hour restrictions proposed are ridiculous. It is a mistake to address a policy problem by weighting it down with more policy that is not enforceable.

John Leavitt, Chairman of the Twin Brook Advisory Committee made a couple of points that the public needs to understand; first, this proposed ordinance did not come from the Twin Brook Advisory Committee. It came from the Town and the Town brought it to the committee. It may have been brought up from complaints about the heavy use of Val Halla over the winter and the amount of dog waste discovered in the spring. The second point the Mr. Leavitt wanted to make is that the proposed ordinance pertains to all Town owned property so this is a much bigger issue than just Twin Brook.

Phyllis Chinlund of Wildwood said that she walks her dog at Twin Brook and was not aware of any problems except those brought on by the large groups of dogs brought there by dog walkers. Although these groups have not disturbed her personally, she understands why they would be threatening and it seems reasonable to restrict them. She suggested having volunteers walk the park to remind dog owners about the rules. She said that she would be willing to volunteer and maybe we could avoid putting into effect some rules that would be very hard to enforce.

Ian Smith of Blanchard Road Ext. said that he walks his dog daily with the early morning group. Twin Brook is a precious thing that the Town has and it is a place that people go to find community. It is one of the few places in Town that people meet who mix income strata, generations, and political backgrounds. Dog walking is the media that bring people together. He would like to see a sign at the park that says "all are welcome; please treat the park with respect and the people within it". He feels that if people lived by these simple guidelines, we would not be legislating specific rules. He personally would like to see the rules less restrictive at the beginning instead of fully restrictive, as the ordinance is proposing. He believes that the dog owners would police the rules if they were simple enough to enforce. This ordinance is punishing those who are stewards of the park.

Glen Porter of Cumberland Foreside said that his dog obeys voice command and he does not see him losing that ability at 9:00 a.m. and suddenly regaining it at 7:00 p.m. (laughter from the audience). He has attempted to run with his dog on a leash and cannot keep up with him, no matter how hard he tries. Dogs need to run to get exercise. Late last summer there was a group of people talking in a circle (at Twin Brook) and their dogs were playing near them. A gentleman walked by and said that he felt threatened by the dogs because they were not on leashes. None of the dogs made any advance toward him or made any threatening move. He attempted to query him about what made him feel threatened, and he walked away. He is curious about how much irrational fear is playing off onto this new ordinance.

Councilor Storey-King said that the fear seems irrational to those of who have dogs and love dogs, but they are very real to those who are afraid of dogs. She does not want to diminish those people and their fear.

Nancy Savage-Marcus of Cumberland Foreside said that she has walked her dog 3-5 days per week at Twin Brook for the last 5 years, and has never had an incident with her dog or other dogs. If restrictions must be imposed, she would like to advocate for making dogs allowed to run off leash for ½ the day at Twin Brook and the other half at Rines Forest. That way you could walk your dog off lease in the morning at Twin Brook and at Rines in the afternoon. People who do not want to encounter dogs off leash could coordinate the time that they go to either place. This seems more balanced and will allow for everybody to plan their dog walking day.

Jim Bailinson of Friar Lane said that he was a dog owner for 14 years, until last Friday. One of the last things they did for Edgar was take him to Twin Brook to walk off leash one last time because he loved it there. Twin Brook is different from many other Town owned places because of its open space. The problem is punishing the responsible dog owners because of a few. Perhaps a fee for non-Cumberland dog users would be a solution. He feels that the ordinance proposed with the time restrictions goes too far. He wished the Council the best of luck in finding a compromise.

Chris Fraser, a Veterinarian with the Animal Welfare Program for the past 10 years (until she recently left that position) and a Cumberland resident, said that she has walked at Twin Brook for 8 of the last 10 years that she lived here, and has never encountered a problem with any dogs. She thinks that everyone appreciates Twin Brook and she hopes that the Council will take some of the suggestions that they have heard tonight.

Jeannie Faietta of Cumberland Center said that the Greely Road side is very difficult to walk through. If a compromise is made to use the Greely Road side, some work will need to be done to make it safer.

Beth Perry of Country Charm Road referred to a comment that a lot of people may not use the park because they are afraid of dogs. This was their opportunity to come and speak in favor of this ordinance. She finds it interesting that there has not been anyone speaking in favor of the ordinance. She feels that this should be taken into consideration by the Council.

Kate Silvers of Meadow Lane has been walking in Twin Brook for 14 years and has never had an incident with a dog. There are some elderly people who walk their dogs every day at Twin Brook with walking sticks or crutches, and she doesn't see how they will do this with leashes. Let's try to work toward a happy compromise.

Mary Porter of Crossing Brook Road urged the Council to take small steps and see how it goes. The hours feel ridiculous to her. It is such a community at Twin Brook and she had met so many people that she would not have met if not for her dog. That is an example of what is great about this community.

Christy Ouelette of 4 Marion Circle said that it seems that we are starting at the most restrictive environment. What happens when all the dogs show up at the same time with the time restriction? She cannot imagine that she will want to go there if that happens. She is also surprised that there is nobody speaking in favor of the ordinance. She also has never encountered a problem with her dog or any other dog.

Gary Davis of 20 Hillside Drive said that one of the best things for all of us to do as we grow older is to walk. One of the biggest drivers to getting that exercise is walking our dogs. He has had surgery on both knees and cannot imagine having to walk his dog on a leash. That would be very difficult for him.

Annie Witte of Tuttle Road said that she highly recommends that this is not voted on tonight. She hopes that some of the good suggestion will be taken into consideration.

Chairman Stiles invited any non-residents to speak.

Chairman Stiles closed the Public Hearing.

Councilor Storey-King said that the "elephant in the room" is the large, commercial dog walkers. Those are something that we have not heard a lot about and that is where a lot of this comes from. She agrees that we need to start with baby steps.

Beth Coats of Greely Road said that she works 50 hours a week and Ann Stickney walks her dog for her. She has walked with Ann and Dave. She loves the park. There are days that she does not see anybody. She works hard, she is single, she loves her dog, and she loves Ann for walking them.

Councilor Bingham said that he is in favor of 2 dogs per person, but the packs of dogs are non-negotiable for him. There have been some very good suggestions this evening. If we can sort out some areas and times without bothering anybody else would be a good compromise.

Councilor Copp said that he does not have a problem with well-behaved dogs; he does have a problem with dogs who behave badly. He appreciates everybody coming to the meeting this evening. The Council has their work cut out for them.

Councilor Edes said that the park is for everybody and one of the best solutions that he heard tonight is swapping property and times for dogs to run off leash. He feels that we can find a better solution.

Councilor Turner said that he feels that the Ordinance Committee should be able to come up with a solution given the opportunity to take another look at it.

David Manson of North Yarmouth said that if you have 4 dog owners walking 2 dogs each, that is 8 dogs. A professional dog walker might walk 8 dogs. The professional dog walker has control of the dogs at all times, making it a safe situation. The average dog owner may or may not have their dogs under control. As people start walking together a pack naturally forms.

Councilor Storey-King said that she is not in favor of the hours. She is in favor of people being respectful of one and other and keeping their dogs away from other people unless you know they are ok with dogs. If that were the rule that we all followed, we would not be here tonight talking about this issue. Until we come up with an ordinance, let common sense prevail. She thanked everyone for being civil this evening.

Motion by Councilor Edes, seconded by Councilor Bingham, to table.

VOTE: 6-0 UNANIMOUS

14 – 094 To hold a Public Hearing to consider and act on amendments to Chapter 17 (Animal Control), Section 3 (Dogs at Large) and Section 5 (Violations and Penalties), of the Cumberland Code.

Motion by Councilor Bingham, seconded by Councilor Edes, to table.

VOTE: 6-0 UNANIMOUS

14 – 095 To set a Public Hearing date (June 16th) to award the Tax Anticipation Notes for FY2015.

Motion by Councilor Bingham, seconded by Councilor Turner, to set a Public Hearing date of June 16th to award the Tax Anticipation Notes for FY2015.

VOTE: 6-0 UNANIMOUS

14 – 096 To set a date of June 16th to hear a report from the Finance Committee Chair and to authorize the Town Manager to transfer inter-departmental operating funds for FY'14.

Motion by Councilor Copp, seconded by Councilor Storey-King, to set a date of June 16th to hear a report from the Finance Committee Chair and to authorize the Town Manager to transfer inter-departmental operating funds for FY'14.

VOTE: 6-0 UNANIMOUS

14 – 097 To set a Public Hearing date (July 14th) to consider and act on a Contract Zone Agreement with Justin M. Fletcher, Inc. for property located at 3 Longwoods Road to create two lots and convey to the Town of Cumberland a right of way from Longwoods Road to Harris Road.

(Planning Board site-walk on June 9th at 6:00 p.m. and a Public Hearing on June 17th at 7:00 p.m.)

Motion by Councilor Bingham, seconded by Councilor Edes, to set a Public Hearing date of July 14th to consider and act on a Contract Zone Agreement with Justin M. Fletcher, Inc. for property located at 3 Longwoods Road to create two lots and convey to the Town of Cumberland a right of way from Longwoods Road to Harris Road.

VOTE: 6-0 UNANIMOUS

14 – 098 To consider and act on authorizing the Town Manager to accept delinquent taxes and issue a quitclaim deed, upon payment of \$7,453.00 for property identified as Tax Map R07/Lot 81.

Town Manager Shane explained that we have received the payment, but cannot post it until the Council accepts it. Staff is recommending acceptance of the payment and issuance of the quit claim deed.

Motion by Councilor Bingham, seconded by Councilor Copp, to authorize the Town Manager to accept delinquent taxes and issue a quitclaim deed, upon payment of \$7,453.00 for property identified as Tax Map R07/Lot 81.

VOTE: 6-0 UNANIMOUS

14 – 099 To consider and act on authorizing the Town Manager to execute a 3-year contract with BCN Telecom for telecommunication service.

Town Manager Shane explained that this is contract that we renew every 3 years for telecommunication services. Staff is recommending approval.

Motion by Councilor Turner, seconded by Councilor Bingham, to authorize the Town Manager to execute a 3-year contract with BCN Telecom for telecommunication service.

VOTE: 6-0 UNANIMOUS

V. NEW BUSINESS

Councilor Turner – he attended the horseshoe crab event this past weekend put on by the Land Trust. He found it fascinating and learned the sterilization process for surgery equipment depends on the blood from horseshoe crabs.

Councilor Bingham – None

Councilor Storey-King – congratulations to all the Greely seniors who will graduate this Sunday. Have a safe celebratory summer and come back to Cumberland after college.

Chairman Stiles – None

Councilor Edes – he read the article in the paper about Cumberland's Sam Porter who had overcome issues caused by head trauma. It was a profile in courage and Sam will do well in life. The Porters are a good family.

He urged the public to get out and vote next week.

He thanked Councilor Bingham for his speech on Memorial Day and again this evening. It meant a lot to him and a lot of other people as well.

Councilor Copp – kudos to Library Director, Thomas Bennett. He brought a historical sword to a Council meeting recently for approval to give the sword to the Maine State Museum. He has since had it appraised and it is quite valuable. The Town will keep the sword and display it at Town Hall.

Town Manager Shane – another reminder for anyone who has not signed up for natural gas, get the letter of intent signed and returned to Summit.

He encouraged people to get out on Tuesday to vote. Mike Edes has his support for Cumberland County Sheriff. Mike is a hard worker who has done a great job on the Cumberland Town Council.

Thank you to Gus Wilson for his generosity in donating a pig to the food pantry.

Dan Burr and Frank Smith (Public Works employees) are once again Cumberland County Snow Plow Rodeo champions. They will go to Skowhegan on Thursday to compete statewide. This is Dan's 4th win which is a record in Cumberland County.

Patrick Williams of Lawn Avenue thanked Town Manager Shane for his work in “rallying the silent minority” to sign up for natural gas in his neighborhood. He arranged for the neighborhood to meet with summit to get information and sign up.

Mr. Williams also thanked the Council for the good discussion regarding dogs this evening.

VI. ADJOURNMENT

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

VOTE: 6-0

TIME: 9:30 p.m.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

ITEM 14-100

To swear in newly elected Town Councilors

ITEM 14-101

Election of Council Chair and Vice-Chair

ITEM 14-102

To hold a Public Hearing to award the Tax Anticipation Notes for
FY2015



TOWN OF CUMBERLAND

290 Tuttle Road, Cumberland, Maine 04021

TO: Bill Shane, Town Manager
FROM: Heather L'Hommedieu Perreault, Finance Director
DATE: June 12, 2014
RE: FY2015 Tax Anticipation Note
CC: Town Council

Based on the latest cash flow forecast, I recommend a Tax Anticipation Note in the amount of \$2,000,000 for the upcoming Fiscal Year 2014-2015. This note is necessary to ensure that the Town can meet its operational and MSAD 51 obligations in the month prior to the tax payment due dates in September and March. A change in the timing of property tax receipts, or an unexpected increase in operating costs, could affect the amount needed.

As in prior years, we have requested that the funds be made available on an "as needed" basis in order to minimize the cost of borrowing. While we have requested a maximum amount of \$2,000,000, if cash flows permit, the actual amount borrowed may be less.

TAN bids were due at 1pm today. Based on the bids received, I recommend that we award the contract to Androscoggin Bank, at the offered rate of 0.70%.



TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland Center, Maine 04021-9321

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

TAN BIDS – 1pm, June 12, 2014

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

LENDER	RATE
Peoples United Bank	No response
Bath Savings Institute	0.71%
Androscoggin Savings Bank	0.70%
Gorham Savings Bank	No response
TD Bank	Declined to bid won't do "as needed"

AndroscogginBank

June 12, 2014

Town of Cumberland
Attn: Heather L. Perreault, Finance Director
290 Tuttle Road
Cumberland, Maine 04021-9321

Re: \$2,000,000 Tax Anticipation Note

Dear Finance Director Perreault:

In response to your recent request for proposals to provide a Two Million Dollar (\$2,000,000) Tax Anticipation Note for cash flow assistance during the Town's 2014-2015 fiscal year, we are pleased to offer the attached proposal for the Cumberland's consideration. We have completed the Bid Form provided with your solicitation as requested and enclosed it with this transmittal letter. The information outlined below is intended to provide further clarification of our proposal.

Concerning our "As Needed" bid for the borrowing of up to Two Million Dollars (\$2,000,000), we understand pursuant to the bid invitation the Town desires to close the loan on or about July 1, 2014, and desires that funds be available at that time. Also we understand the Note will be repaid on or before the June 30, 2015 maturity date. Our proposal is for a single note allowing incremental advances up to the full face amount. We hereby certify that the Note will be held by the Bank for its own account without a view to resale or distribution.

Interest will be calculated on an actual / 365 day basis on the Note, which will be issued without prepayment penalty. There are no bank fees, premiums, or other charges associated with our proposal. Upon closing, TAN funds will be available for advance at the Town's discretion.


Our bid proposal is predicated upon receipt of an unqualified legal opinion from bond counsel acceptable to the bank. This opinion will attest to the validity and non-arbitrage nature of the borrowing, and further will designate the note as a "qualified tax exempt" obligation under existing tax laws. We understand the Town will engage Ronald Epstein, Esq. of Jensen, Baird, Gardner & Henry to serve as bond counsel and to provide this legal opinion, the Note and related documentation, and to carry out all legal work for this TAN borrowing, and that the cost of these services will be borne by the Town. We will be pleased to work with the Town's designated bond counsel to assist in closing this TAN in a timely manner.



Our bid is subject to change if not formally accepted by the close of business on June 20, 2014, and is further subject to withdrawal if there is discovered prior to disbursement any material adverse information pertaining to Town's financial affairs.

On behalf of Androscoggin Bank, I would like to thank you for providing us with the opportunity to submit a proposal for the Town's TAN borrowing needs. We look forward to working with Cumberland and its officials. If we can be of further assistance to the Town in any facet of its financial activities, please do not hesitate to contact me.

Sincerely,



Paul T. Soucie, Vice President
Government Finance

AWARD / ACKNOWLEDGEMENT

This proposal is hereby accepted and this financing is awarded to Androscoggin Bank.

Name & Title

Date

**Tax Anticipation Note Proposal Form
for
Town of Cumberland, Maine**

Name of Bank/Institution:

Androscoggin Bank

Interest rate for principle amount of \$2,000,000 (as needed basis) .70 %

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

The Town will provide the successful bidder with a legal opinion from recognized bond counsel. The Town confirms that the anticipated total borrowing for fiscal year 2015 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.

6/12/14
Date

Paul Savic J.P.
Authorizing Officer

All proposals must be received by the Finance Department, Town of Cumberland at 290 Tuttle Road, Cumberland, ME no later than 1:00 p.m. Thursday, June 12, 2014.

ITEM

14-103

To hear a report from the Finance Committee Chair and to authorize the Town Manager to transfer inter-departmental operating funds for FY'14



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

To: Tom Gruber, Finance Committee Chairman

From: William R. Shane, Town Manager

Date: June 12, 2014

Re: Budget Transfers FY 14

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 16th** meeting for the transfer of funds to close-out the **FY 2014 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 exceed their overall goal and expenses will come in under budget.

At the end of the presentation of the attached expenses, revenues and transfer recommendations, I would suggest the following motions which the Finance Committee approved at its Wednesday, June 11, 2014 meeting:

Conclusion:

Two recommendations / motions:

1. I move the authorize the Town Manager to make interdepartmental fund transfer between Departments to close-out the FY 2014 budget.

2. I move to authorize the Town Manager to transfer end of year fund balance to the following accounts: (Start with VH Operating loss \$125,000, then read each item until “Any excess FY 2014 General Funds.....”

<u>Estimated FY2014 results:</u>		<u>FB Policy %</u>
GF Nonspendable Fund Balance (VH) at 6/30/2013	1,161,834	
GF Unassigned Fund Balance at 6/30/2013	1,433,829	6.22%
<u>FY2014 Beginning GF Fund Balance</u>	<u>2,595,663</u>	<u>11.27%</u>
Estimated EOY surplus	720,000	
VH Operating loss	(125,000)	
Circuit Breaker	(70,000)	
Fuel Assistance	-	
Railroad land purchase	(40,000)	
NELMA land purchase	(250,000)	** \$115k higher than 6/11/14
Stump dump engineering and permitting	(50,000)	
Blackstrap	(150,000)	
CIP Equipment (shoulder machine, GPS, CB pickup)	(80,000)	
Land Acquisition	(30,000)	
FY2013 authorized transfer to VH to reduce Due to GF	(425,000)	
FY2014 transfer to VH to reduce Due to GF	(295,000)	
Any excess FY 2014 General Funds to be transferred to the Blackstrap Road Project		
Projected GF Nonspendable Fund Balance (VH) @ 6/30/2014	441,834	
Projected GF Unassigned Fund Balance @ 6/30/2014	1,358,829	5.57%
<u>Projected FY2014 GF Ending Fund Balance</u>	<u>1,800,663</u>	<u>7.38%</u>

Town of Cumberland
 General Fund Year End forecasting

General Fund % of budget spent, by month

	<u>Ideal</u>	<u>FY14</u>	
July	8.0%	8.2%	0.2%
Aug	17.6%	17.3%	-0.3%
Sept	26.4%	24.8%	-1.6%
Oct	35.3%	32.4%	-2.9%
Nov	43.4%	39.8%	-3.6%
Dec	51.3%	49.7%	-1.6%
Jan	60.3%	59.7%	-0.6%
Feb	69.0%	68.3%	-0.7%
Mar	77.6%	75.8%	-1.8%
Apr	85.1%	83.1%	-2.0%
May	91.8%	89.8%	-2.0%
Jun	100.0%	98.8%	-1.2%

Estimated FY2014 results:

<i>FY14 GF BUDGETED Controllable Expenditures</i>	\$ 6,142,568
<i>FY14 GF ESTIMATED Controllable expenditures</i>	\$ 6,066,605

Homestead exemption	\$ 163,540
Budgeted net overlay	\$ 380,497
Revenue \$\$ over budget	\$ 100,000
Expenditure \$\$ below budget	\$ 75,963
Estimated EOY surplus	<u><u>\$ 720,000</u></u>

Town of Cumberland - Fiscal Year End Department transfer estimates

Department	FY14 Budget	FY14 Estimate	Over/(Under) Budget	
Administration Total	473,653	502,442	28,789	Redistribution of duties upon departure of Assistant Town Mgr
Assessing Total	70,304	69,948	(356)	
Town Clerk Total	199,879	193,417	(6,462)	
IT Total	173,759	174,738	979	Additional computer replacement required
Elections Total	13,615	8,708	(4,907)	
Planning Total	57,211	56,982	(229)	
Legal Total	32,500	28,497	(4,003)	
General Government Total	1,020,921	1,034,733	13,812	
Police Total	1,112,639	1,066,895	(45,744)	
Fire & Rescue Total	747,807	777,121	29,314	Extended winter weather resulted in higher call and station pay
Code Enforcement Total	86,458	83,820	(2,638)	
Animal Control Total	39,168	32,980	(6,188)	
Public Safety Total	1,986,072	1,960,816	(25,256)	
Public Works Total	919,462	907,768	(11,694)	
Solid Waste Total	641,219	544,030	(97,189)	
Public Services Total	1,560,681	1,451,798	(108,883)	
Recreation Total	603,873	611,656	7,783	Offset by higher revenues
Parks Total	202,301	195,864	(6,437)	
W. Cumberland Hall Total	6,580	6,102	(478)	
Parks & Recreation Total	812,754	813,622	868	
Library Total	373,483	386,109	12,626	Changes in employee benefits elections
Library Total	373,483	386,109	12,626	
General Assistance Total	32,000	38,288	6,288	
Health Total	8,875	8,577	(298)	
Cemetery Total	26,700	26,250	(450)	
Conservation Total	6,000	3,410	(2,590)	
Fire Hydrants Total	57,000	54,205	(2,795)	
Streetlights Total	36,726	36,228	(498)	
Contingency Total	25,000	19,112	(5,888)	
Muni Building Total	176,356	176,259	(97)	
Abatements Total	20,000	24,545	4,545	
Other Total	388,657	386,874	(1,783)	
General Fund Controllable Exp	6,142,568	6,033,953	(108,615)	
Debt Service Total	824,825	790,443	(34,382)	
Insurance Total	295,032	332,829	37,797	Workers comp audit premium \$15k; General liability package under budgeted, corrected for FY15
Capital Improvement Plan	1,133,693	1,133,693	-	
MSAD #51 Total	13,693,545	13,693,545	-	
County Tax Total	665,675	665,675	-	
General Fund Fixed Exp	16,612,770	15,482,492	3,415	
General Fund Total	22,755,338	21,516,445	(105,200)	

For End of Year projections use:
\$76,000 (under budget approx 1.2%)
as conservative estimate

Town of Cumberland
 General Fund Year End forecasting
 Sources and Uses of GF Surplus

<u>Estimated FY2014 results:</u>		<u>FB Policy %</u>
GF Nonspendable Fund Balance (VH) at 6/30/2013	1,161,834	
GF Unassigned Fund Balance at 6/30/2013	1,433,829	6.22%
FY2014 Beginning GF Fund Balance	2,595,663	11.27%
Estimated EOY surplus	720,000	
VH Operating loss	(125,000)	
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Land Acquisition	(30,000)	
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Any excess FY 2014 General Funds to be transferred to the Blackstrap Road Project		
Projected GF Nonspendable Fund Balance (VH) @ 6/30/2014	441,834	
Projected GF Unassigned Fund Balance @ 6/30/2014	1,358,829	5.57%
Projected FY2014 GF Ending Fund Balance	1,800,663	7.38%

ITEM

14-104

To consider and act on Commercial Hauler's license renewals for
FY'15

Business Name	Address	City	State	Zip	Date App.Fee Paid	License #
Reynolds & Sons Disposal Service	P.O. Box 1092	Portland	ME	04104		
Waste Management of Maine, Inc.	2000 Forest Avenue	Portland	ME	04103		
Troiano Waste Services	P.O. Box 3541	Portland	ME	04104		
Pine Tree Waste	87 Pleasant Hill Road	Scarborough	ME	04074		
Garbage to Garden	P.O. Box 11414	Portland	ME	04104		

ITEM 14-105

FY'15 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 16, 2014
Re: 2014-2015 Council Assignment

The following is the list of assignments for 2014/15:

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 Bingham</u>
Planning Board	<u>Councilor Gruber and Bingham</u>
Prince Memorial Library Advisory Board	<u>Councilor Stiles</u>
Recreation/Community Education Advisory Board	<u>Councilor Storey-King</u>
Rines Forest Committee	<u>Councilor Stiles</u>
Shellfish Conservation Commission	<u>Councilors Gruber</u>
Twin Brook Advisory Committee	<u>Councilors Gruber, Edes and Storey-King</u>
Val Halla Board of Trustees	<u>Councilors Stiles and Turner</u>
Veteran's Monument Committee	<u>Councilor Edes & Gruber</u>

COUNCIL COMMITTEES:

Board/Committee Nominating Committee	<u>Councilor Copp, Bingham, and Turner</u>
Circuit Breaker Committee	<u>Councilors Stiles, Copp and Storey-King</u>
Cumberland/No. Yarmouth Joint Standing Comm.	<u>Councilors Edes, Stiles and Turner</u>
Growth Ordinance & Impact Fee Committee	<u>Councilors Copp, Gruber & Storey-King</u>
Falmouth/Cumberland Chamber of Commerce	<u>Councilor Edes</u>
Finance Committee	<u>Councilors Stiles, Bingham and Gruber</u>
Greater Portland Council of Government	<u>Councilor Turner</u>
Ordinance Committee	<u>Councilors Edes, 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>
PACTS Policy Committee	<u>Councilor Gruber</u>
PACTS Policy Committee – Alternate	<u>Manager Shane</u>

ITEM

14-106

To hold a Public Hearing to consider and act on annual temporary
Victualer's Licenses for Non-Profit Organizations for the period of
July 1st, 2014 – June 30th, 2015

FY 2014-2015 TEMPORARY NON-PROFIT VICTULAR'S LICENSES

BUSINESS		ADDRESS	TOWN	STATE
<u>Non-Profits:</u>				
Cumberland/No. Yarmouth Lions Club	John Howard 781-2750	105 Tuttle Road	Cumberland	ME
Cumberland Soccer Club	Martha Leggat	P.O. Box 352	Cumberland	ME
Greely Football Boosters	C/O Jim Guidi	14 Hedgerow Drive	Cumberland	ME
Suburban Little League	Gwen Hall 233-3390	P.O. Box 42	Cumberland	ME
West Cumberland United Methodist Church	C/O Carol Myers	268 Gray Road	Cumberland	ME
4-H (William Stiles)		226 Range Road	Cumberland	ME
Tuttle Road Methodist Church	C/O Carol Storey	52 Tuttle Road	Cumberland	ME
Cumberland Boys Lacrosse Boosters	C/O Bonnie Vance	8 Blanchard Road	Cumberland	ME
Cumberland Girls Lacrosse Boosters	C/O MacMahon		Cumberland	ME
Gray First Congregational Church	C/O Fran Hutchins	9 George Perley Rd.	Gray	Me

TOWN OF CUMBERLAND
APPLICATION FOR TEMPORARY VICTUALER'S LICENSE

Business or Trade Name: Greely Girls Lacrosse Boosters

Business Address: _____

Name of Manager: Mark McMahon

Date of Event of New License: July - 1 thru June 30, 2015

Signature of Authorized Person: J. O'Donnell for Mark McMahon

Date: 6-12-14

+++++

Establishment operated by Non-Profit organization - No Fee

Please return application to Town of Cumberland, 290 Tuttle Road, Cumberland, Maine, 04021.

TOWN OF CUMBERLAND
APPLICATION FOR TEMPORARY VICTUALER'S LICENSE

Business or Trade Name: Greely Boys Lacrosse Boosters

Business Address: 8 Blanchard Rd, Cumberland ME 04021

Name of Manager: Bonnie Vance / Treasurer

Date of Event of New License: July 1, 2014 - June 30, 2015

Signature of Authorized Person: [Signature]

Date: 5/9/14

+++++

Establishment operated by Non-Profit organization - No Fee

Please return application to Town of Cumberland, 290 Tuttle Road, Cumberland, Maine, 04021.

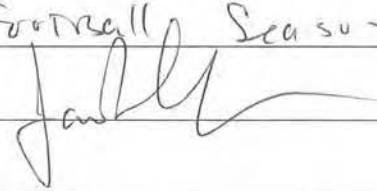
TOWN OF CUMBERLAND
APPLICATION FOR TEMPORARY VICTUALER'S LICENSE

Business or Trade Name: STREELY FOOTBALL Roosters

Business Address: 14 Hedgerow Drive

Name of Manager: Jim Guin

Date of Event of New License: Football Season

Signature of Authorized Person: 

Date: 5/2/14

+++++

Establishment operated by Non-Profit organization - No Fee

Please return application to Town of Cumberland, 290 Tuttle Road, Cumberland, Maine, 04021.

TOWN OF CUMBERLAND
APPLICATION FOR TEMPORARY VICTUALER'S LICENSE

Business or Trade Name: Barnyard Restaurant - First Congregational Church of Gray

Business Address: Cumberland Fair Grounds (next to Farm Museum)

Name of Manager: Fran Hutchings 9 George Perley Rd, Gray ME 04039

Date of Event of New License: Cumberland Fair Week - Last week of Sept.

Signature of Authorized Person: Fran Hutchings

Date: 5-5-14

+++++

Establishment operated by Non-Profit organization - No Fee

Please return application to Town of Cumberland, 290 Tuttle Road, Cumberland, Maine, 04021.

TOWN OF CUMBERLAND
APPLICATION FOR TEMPORARY VICTUALER'S LICENSE

Business or Trade Name: West Cumberland United Methodist Church

Business Address: 268 Gray Rd. Cumberland, ME 04021

Name of Manager: Carol Myers

Date of Event of New License: 7/1/2014 - 6:30/15 Cumberland Fair

Signature of Authorized Person: Carol Myers

Date: 5/7/2014

+++++

Establishment operated by Non-Profit organization - No Fee

Please return application to Town of Cumberland, 290 Tuttle Road, Cumberland, Maine, 04021.

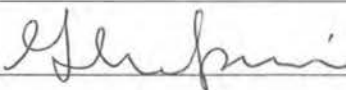
TOWN OF CUMBERLAND
APPLICATION FOR TEMPORARY VICTUALER'S LICENSE

Business or Trade Name: TUTTLE ROAD UNITED METHODIST CHURCH

Business Address: 52 TUTTLE RD.

Name of Manager: GLEN SPOERRI

Date of Event of New License: _____

Signature of Authorized Person: 

Date: 5/8/2014

+++++

Establishment operated by Non-Profit organization - No Fee

Please return application to Town of Cumberland, 290 Tuttle Road, Cumberland, Maine, 04021.

TOWN OF CUMBERLAND
APPLICATION FOR TEMPORARY VICTUALER'S LICENSE

Business or Trade Name: Cumberland Soccer Club
Business Address: PO Box 352 Cumberland ME
Name of Manager: Marthe Legget 04021
Date of Event of New License: 8/30 + 8/31
Signature of Authorized Person: Marthe Legget
Date: 5/16/14

+++++

Establishment operated by Non-Profit organization - No Fee

Please return application to Town of Cumberland, 290 Tuttle Road, Cumberland, Maine, 04021.

TOWN OF CUMBERLAND
APPLICATION FOR TEMPORARY VICTUALER'S LICENSE

Business or Trade Name: Cumberland/North Yarmouth Little League

Business Address: PO Box 41 Cumberland

Name of Manager: Gwen Hall - Snack Shack Manager
Barry Gabloff - League President

Date of Event of New License: May - July

Signature of Authorized Person: [Signature]

Date: 4/8/14

+++++

Establishment operated by Non-Profit organization - No Fee

Please return application to Town of Cumberland, 290 Tuttle Road, Cumberland, Maine, 04021.

**TOWN OF CUMBERLAND
APPLICATION FOR TEMPORARY VICTUALER'S LICENSE**

Business or Trade Name: CUMBERLAND - N. YARMOUTH LIONS - FAIR GROUNDS BOOTH

Business Address: C/O MICHAEL SHAW, 9 ROSSE LN., N. YARMOUTH, ME 04097

Name of Manager: MICHAEL SHAW (829-4687)

Date of Event of New License: AUG UMC CRAFT SHOW & SEPT. FARMER'S CLUB FAIR OR
EVENT SPONSOR DURING YEAR (JULY 1 - JUNE 30)

Signature of Authorized Person: Michael Shaw
LIONS CLUB TREASURER

Date: 5/25/2014
+++++

Establishment operated by Non-Profit organization - No Fee

Please return application to Town of Cumberland, 290 Tuttle Road, Cumberland, Maine, 04021.

TOWN OF CUMBERLAND
APPLICATION FOR TEMPORARY VICTUALER'S LICENSE

Business or Trade Name: CUMBERLAND-N. YARMOUTH LIONS - TWIN BROOKS CONCESSION

Business Address: C/O MICHAEL SHAW, 9 ROSSI LN, N. YARMOUTH, ME 04097

Name of Manager: MICHAEL SHAW (829-4687)

Date of Event of New License: MISC. SPRING, SUMMER & FALL EVENTS AT TWIN BROOKS -
JULY 1ST - JUNE 30th.

Signature of Authorized Person: Michael Shaw
LIONS CLUB TREASURER

Date: 5/25/2014

+++++

Establishment operated by Non-Profit organization - No Fee

Please return application to Town of Cumberland, 290 Tuttle Road, Cumberland, Maine, 04021.

TOWN OF CUMBERLAND
APPLICATION FOR TEMPORARY VICTUALER'S LICENSE

Business or Trade Name: CUMBERLAND - NORTH YARMOUTH LIONS - (FOOD WAGON)
Business Address: C/O MICHAEL SHAW, 9 ROSSE LN, N. YARMOUTH, ME 04097 ^{↳ TWIN BROOK}
Name of Manager: MICHAEL SHAW (829-4687)
Date of Event of New License: VARIOUS SPRING, SUMMER & FALL EVENTS - JULY 1ST -
Signature of Authorized Person: Michael Shaw JUNE 30TH
Date: 5/25/2014
LIONS CLUB TREASURER

+++++

Establishment operated by Non-Profit organization - No Fee

Please return application to Town of Cumberland, 290 Tuttle Road, Cumberland, Maine, 04021.



**CUMBERLAND-NORTH YARMOUTH
LIONS CLUB**

9 Rossi Lane, North Yarmouth, 04097

Maine Lions District 41, Region 2, Zone 5

May 26, 2014

Tammy O'Donnell, Town Clerk
Town of Cumberland
290 Tuttle Road
Cumberland, ME 04021

Dear Tammy,

Enclosed are the victualer license applications for the Lions to cover our Fair Booth at the Cumberland Fair Grounds, as well as our Food Wagon and the Concession Building at Twin Brook for the 2014-2015 fiscal year.

Upon receipt of the fairgrounds license, I will provide copies to the Farmer's Club and the United Maine Craftsmen to comply with their licensing requirements. If the Town needs a certificate of insurance for the Lions operation of either its Food Wagon or the Twin Brook Concession Building, please advise and one will be requested in the name of the Town of Cumberland as certificate holder.

Thanks for your help, and please let me know if anything else is required at this time.

Sincerely,

Michael Shaw, Treasurer

P-829-4687

TOWN OF CUMBERLAND
APPLICATION FOR TEMPORARY VICTUALER'S LICENSE

Business or Trade Name: Cumberland County 4H Leaders Association
Business Address: po William Stiles 226 Rouse Rd, Cumberland, ME
Name of Manager: Jennifer Grant 4H kitchen
Date of Event of New License: Calendar year for 4H Events @ Fairgrounds
Signature of Authorized Person: William C [Signature]
Date: 6-2-2014

+++++

Establishment operated by Non-Profit organization - No Fee

Please return application to Town of Cumberland, 290 Tuttle Road, Cumberland, Maine, 04021.

ITEM 14-107

To set a Special Town Council Meeting date of June 30, 2014

ITEM

14-108

To set a Public Hearing date (June 30th) to consider and act on authorizing the Town Manager to execute a lease agreement with Verizon for a cell tower at Val Halla maintenance building, pursuant to Planning Board approval



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 12, 2014
Re: Verizon

Attached is the preliminary lease document for the Verizon Tower to be located near the driving range at Val Halla. I am requesting your consideration for a public hearing on June 30th to authorize me to sign a lease agreement with Verizon.

The attached draft is being finalized by the Town Attorney. Verizon understands they will need Planning Board review and approval.

LAND LEASE AGREEMENT

This Agreement, made this ___ day of _____, 2013 between the TOWN OF CUMBERLAND, a municipality with its principal office located at 290 Tuttle Road, Cumberland, Maine 04021, hereinafter designated LESSOR and PORTLAND CELLULAR PARTNERSHIP, a Maine general partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 60 Val Halla Road, in Cumberland, Cumberland County, Maine, and being described as a 30' by 40' parcel containing 1,200 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, Val Halla Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on Tax Map 4 of the Town of Cumberland as Lot 41, and is further described in Deed Book 3710 at Page 277 as recorded in the Cumberland County Registry of Deeds.

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

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

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Twenty-One Thousand Six Hundred Dollars (\$21,600.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 22 below. The Agreement shall commence on the first (1st) day of the month following (i) the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or (ii) the date of execution of the Agreement by the Parties, whichever is later (the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial

rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1.

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

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

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

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

5. EXTENSION RENTALS. The annual rental for the first (1st) five (5) year extension term shall be increased to Twenty-Four Thousand Eight Hundred Forty Dollars (\$24,840.00); the annual rental for the second (2nd) five (5) year extension term shall be increased to Twenty-Eight Thousand Five Hundred Sixty-Six Dollars (\$28,566.00); the annual rental for the third (3rd) five (5)

year extension term shall be increased to Thirty-Two Thousand Eight Hundred Fifty and 90/100 Dollars (\$32,850.90); and the annual rental for the fourth (4th) five (5) year extension term shall be increased to Thirty-Seven Thousand Seven Hundred Seventy-Eight and 54/100 Dollars (\$37,778.54).

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

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

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

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE (not including the access easement). All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE

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

It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

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

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

10. INSURANCE.

a. LESSEE will maintain at its own cost:

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

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

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

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

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

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

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

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

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

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

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

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

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

21. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties,

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

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

LESSOR: Town of Cumberland
290 Tuttle Road
Cumberland, Maine 04021
Attention: Town Manager

LESSEE: Portland Cellular Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

23. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

24. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any future master lease, ground lease, mortgage, deed of trust or other security interest (a "Mortgage") by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, as a condition precedent to LESSEE being required to subordinate its interest in this Agreement to any future Mortgage covering the Property, LESSOR shall obtain for LESSEE's benefit a non-disturbance and attornment agreement for LESSEE's benefit in the form reasonably satisfactory to LESSEE, and containing the terms described below (the "Non-Disturbance Agreement"), and shall recognize LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement beyond applicable notice and cure periods. The Non-Disturbance

Agreement shall include the encumbering party's ("Lender's") agreement that, if Lender or its successor-in-interest or any purchaser of Lender's or its successor's interest (a "Purchaser") acquires an ownership interest in the Property, Lender or such successor-in-interest or Purchaser will (1) honor all of the terms of the Agreement, (2) fulfill LESSOR's obligations under the Agreement, and (3) promptly cure all of the then-existing LESSOR defaults under the Agreement. Such Non-Disturbance Agreement must be binding on all of Lender's participants in the subject loan (if any) and on all successors and assigns of Lender and/or its participants and on all Purchasers. In return for such Non-Disturbance Agreement, LESSEE will execute an agreement for Lender's benefit in which LESSEE (1) confirms that the Agreement is subordinate to the Mortgage or other real property interest in favor of Lender, (2) agrees to attorn to Lender if Lender becomes the owner of the Property and (3) agrees to accept a cure by Lender of any of LESSOR's defaults, provided such cure is completed within the deadline applicable to LESSOR. In the event LESSOR defaults in the payment and/or other performance of any mortgage or other real property interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or other real property interest and LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

25. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

26. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding

the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

27. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the lesser of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

28. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises. LESSOR represents that it has no knowledge of any substance, ground contamination, chemical or waste (collectively, "substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. LESSEE will not introduce or use any such substance on the Property in violation of any applicable law.

b. Subject to the limitations of the Maine Tort Claims Act (14 M.R.S.A. §§ 8101 – 8118), LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties,

responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibilities and liabilities at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) LESSEE's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSOR, and b) any environmental or industrial hygiene conditions arising out of or in any way related to LESSEE's use of the Property or the Premises or activities conducted by LESSEE thereon, to the extent such environmental conditions are caused by LESSEE.

29. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

30. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have

given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises.

31. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

32. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

33. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

34. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

TOWN OF CUMBERLAND

By: _____
William R. Shane, P.E.
Town Manager

LESSEE:

PORTLAND CELLULAR PARTNERSHIP,
d/b/a VERIZON WIRELESS

By Cellco Partnership
Its General Partner

By: _____
David R. Heverling
Area Vice President Network

Exhibit "A"

(Description of Premises)

The Premises consists of a 30 foot by 40 foot square parcel of land situated on the property owned by the Town of Cumberland, Maine, 60 Val Halla Road, Cumberland, Cumberland County, Maine, which property is shown on Tax Map 4 of the Town of Cumberland as Lot 41, and is further described in Deed Book 3710 at Page 277 as recorded in the Cumberland County Registry of Deeds (the "Property").

Together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, Val Halla Road, to the Land Space, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space.

The approximate location of the Premises is shown on Exhibit A-1 attached hereto. Any improvements depicted on Exhibit A-1 within the Premises are illustrative in nature and LESSEE may construct other or different improvements than those depicted.

LESSOR agrees to cooperate with LESSEE to modify the location and boundaries of the Premises if necessary in order to comply with engineering or land use requirements, or conditions imposed by the Town of Cumberland, provided that such modifications will not materially adversely interfere with LESSOR's use of the Property. The Parties shall execute an amendment replacing this Revised Exhibit "A" with a new Revised Exhibit "A" showing the modifications.

EXHIBIT A-1

[Site Plan Depicting Property and Premises]

ITEM

14-109

To set a Public Hearing date (June 30th) to consider and act on authorizing the Town Manager to execute a Purchase & Sale Agreement with the Maine Central Railroad Company for 13.13 acres located off of Tuttle Road

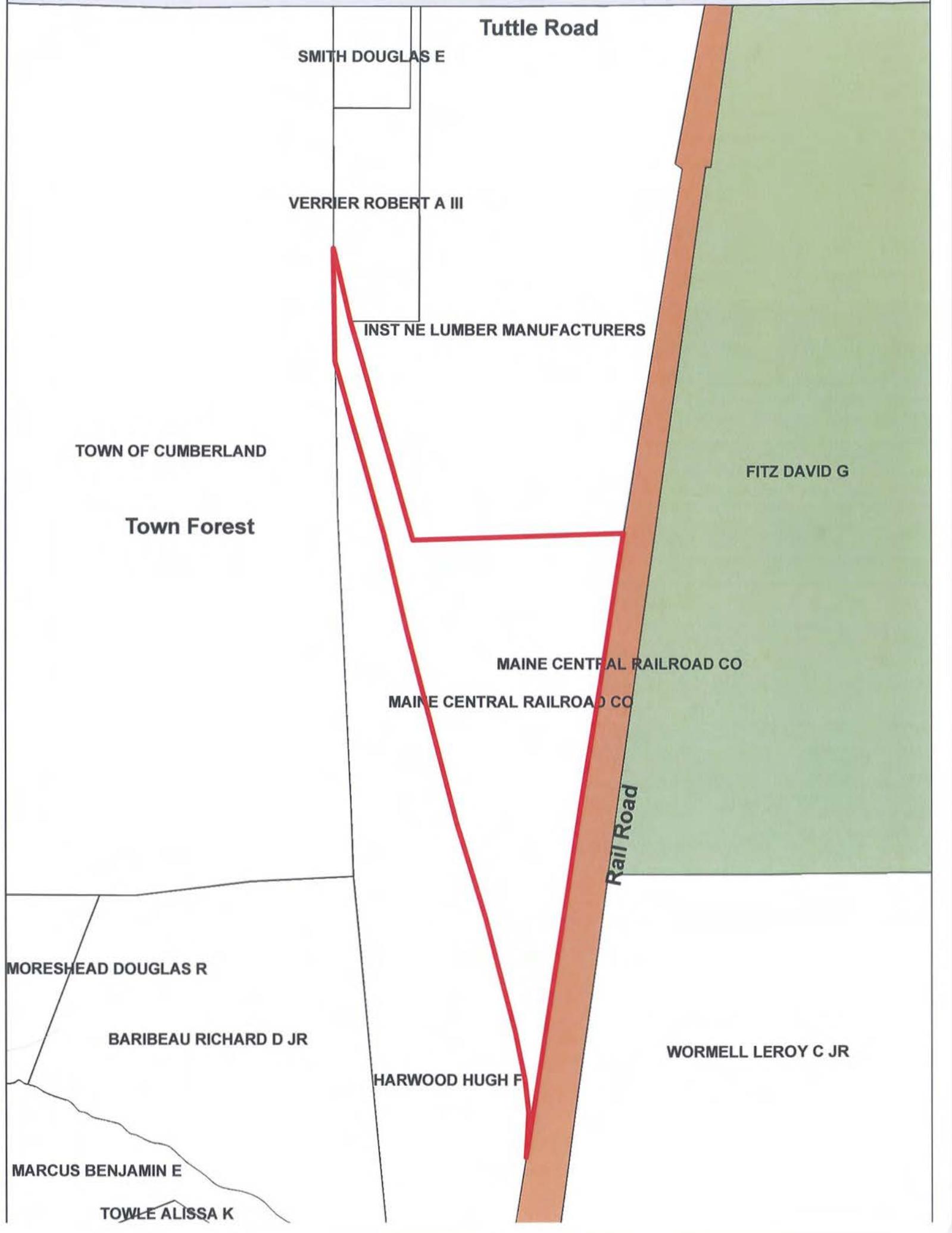


TOWN OF CUMBERLAND, MAINE
290 TUTTLE ROAD
CUMBERLAND, MAINE 04021
TEL: 207-829-2205 FAX: 829-2224

To: Town Council
From: William R. Shane, Town Manager
Date: June 12, 2014
Re: Land Acquisition

We have successfully agreed to a purchase price of \$40,000 for the 13 acres of land adjacent to the rail road tracks of Pan AM – aka Maine Central Railroad.

I am requesting a Public Hearing date of June 30, 2014 for authorization to execute a Purchase & Sale agreement. We are finalizing the P&S with the Town Attorney and will have a clean copy ready for June 30th or a July Council date. I will coordinate a meeting with the neighbors once we have set the date.



Tuttle Road

SMITH DOUGLAS E

VERRIER ROBERT A III

INST NE LUMBER MANUFACTURERS

TOWN OF CUMBERLAND

Town Forest

FITZ DAVID G

MAINE CENTRAL RAILROAD CO

MAINE CENTRAL RAILROAD CO

Rail Road

MARESHEAD DOUGLAS R

BARIBEAU RICHARD D JR

WORMELL LEROY C JR

HARWOOD HUGH F

MARCUS BENJAMIN E

TOWLE ALISSA K

ITEM 14-110

To amend the dollar amount for the municipal property tax levy for
LD 1 for FY 2014



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 12, 2014
Re: LD 1 Exceeded- July 2013

Be it ordered, to increase the increase the property tax levy limit to \$4,595,361, pursuant to Title 30-A, Section 5721-A of the Maine Revised Statutes, as amended, it is the intent of the Town Council to increase the commitment to greater than the Property Tax Levy Limit for Fiscal year 2014.

This is an increase of \$18,160 over the allowable tax levy under LD 1 of \$4,577,201.

This was not voted on when the commitment was presented to you for action last July by Vision appraisal.

ITEM

14-111

To set a workshop date of July 14th re: amendments to Chapter 200 (Roads and Public Property), Section 2 (Animals at large), and Chapter 17 (Animal Control), Section 3 (Dogs at Large) and Section 5 (Violations and Penalties), of the Cumberland Code

ITEM

14-112

To consider and act on authorizing the Town Manager to enter into an agreement with Sevee & Mahar to close the construction and demolition landfill at the Public Works facility on Drowne Road



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 12, 2014
Re: C&D Landfill – Town Garage

I have discussed this with the Finance Committee and recommend funding the Survey and Engineering from end of year fund balance. The cost for the actual Closure will be in the FY 2016 budget or can be bonded with other projects. I believe the construction costs for closing this landfill could be \$350,000 +/-.

The engineering and permitting for this project is critical as it is an important piece of the Master Plan for the redevelopment of this area.

William Shane

From: Dan Diffin <dpd@smemaine.com>
Sent: Thursday, June 05, 2014 2:43 PM
To: William Shane
Cc: Peter Maher
Subject: Proposal for CDD Landfill Closure
Attachments: 20140605 Fee Proposal.pdf; Town of Cumberland SME PROPOSAL.DOC

Hi Bill,

Please find attached the proposal to assist with the landfill closure design for the wood waste/construction demolition debris landfill adjacent to the Public Works building. I have also received and attached a proposal from Boundary Points to complete the topographic and boundary survey of the parcel.

Thank you for the opportunity to continue working with the Town, please feel free to call with any questions.

Dan

Daniel P. Diffin, P.E., LEED AP BD+C

SME

Sevee & Maher Engineers, Inc.

P.O. Box 85A

4 Blanchard Road

Cumberland Center, Maine 04021

Main Ph: (207) 829-5016

Direct Ph: (207) 829-1352

Fx: (207) 829-5692

This electronic message contains information from Sevee & Maher Engineers, Inc. (SME), which may be confidential, privileged or otherwise protected from disclosure. The information is intended to be used solely by the recipient(s) named. If you are not an intended recipient, be aware that any review, disclosure, copying, distribution or use of this transmission or its contents is prohibited. If you have received this transmission in error, please notify (SME) immediately at postmaster@smemaine.com.

June 5, 2014

14092.00

20140605 Fee Proposal.docx

Mr. Bill Shane, Town Manager
Town of Cumberland
290 Tuttle Road
Cumberland, Maine 04021

Subject: Town of Cumberland Wood Waste/CDD Landfill Closure
Civil Engineering and Permitting Services

Dear Bill:

Sevee & Maher Engineers, Inc. (SME) is pleased to present this proposal to assist the Town of Cumberland with landfill closure design for the existing wood waste/construction demolition debris landfill (CDD Landfill) on the public works property off Drowne Road. SME understands the Town would like to close-out the CDD Landfill in accordance with the State of Maine Solid Waste regulations. It is also understood that part of the design and permitting of the landfill closure will include a conceptual evaluation of the potential for development on adjacent properties.

Based on discussions with the Maine Department of Environmental Protection (DEP) staff, the landfill closure will be handled as an amendment to the 1991 DEP closure order for the Town's landfill across Drowne Road. The application will need to provide an assessment of landfill gas migration, construction specifications for the closure work, a stormwater management plan and an erosion control plan. The following proposal provides a scope of services, estimated budget and schedule for the design, permitting and construction oversight of the CDD Landfill closure.

SCOPE OF SERVICES

SME proposes the following Scope of Services:

Task 1: Pre-design Services

At the Town's request, SME has completed a preliminary evaluation of the CDD Landfill to establish a dialogue with Maine DEP and develop the appropriate steps for the Town to advance the project. The following has been completed to date:

- Prepared for and attended team meeting on April 28, 2014 to review CDD Landfill closure options.
- Observed and recorded test pits to establish solid waste boundary of CDD Landfill.

- Prepared preliminary grading plan and reviewed applicable landfill closure details.
- Prepared for and attended meeting and site visit with Maine DEP on May 9, 2014.
- Reviewed preliminary correspondence from Maine DEP staff in regards to permitting requirements and application materials required.

Task 2: Survey and Gas Monitoring

SME has based the following Scope of Services on correspondence from Maine DEP, which requests specific information for the design and closure application.

SME proposes the below Scope of Services for Task 2:

- Coordinate boundary and topographic survey of the CDD Landfill and adjacent areas. SME has assumed that the Town will contract with survey firm directly.
- Install gas wells and prepare a preliminary Gas Monitoring Plan to measure current gas levels from the landfill. The initial measurements will be used in the preparation of the Gas Monitoring Plan to be included in the closure application. The following is included for the initial gas monitoring:
 - Well Installation and Monitoring Plan.
 - Installation of up to 8 monitoring wells. SME will subcontract with EPI to install the wells.
 - Provide oversight of well installation and prepare well logs.
- Three (3) sampling events. SME will visit the site and take gas readings at each monitoring well and provide a brief memo to the Town with the results.

Task 3: Design and Permitting

The information from Task 1 and Task 2 will allow SME to complete the design of the landfill closure and prepare the appropriate Maine DEP permit applications.

SME will complete the following tasks:

- Prepare landfill closure design drawings to include the below. SME will include construction specifications on the drawings.
 - Cover Sheet
 - Existing Conditions Plan
 - Grading Plan
 - Cover Notes and Details
- Erosion and Sedimentation Control Plan to include:
 - Design calculations and details
 - Written erosion control narrative

- Stormwater Management Plan
 - Pre and Post-Development HydroCAD calculations
 - Design of required stormwater detention
 - Written Stormwater Management Plan
- Gas Monitoring Plan to include sampling locations, frequency and procedures and establish future reporting thresholds.
- Prepare a Landfill Closure Amendment application and submit the package to the Maine DEP Solid Waste Bureau.
- Prepare for and attend up to three (3) project review meetings with the Town or Maine DEP.

Based on preliminary discussions with the Maine DEP, SME has not included efforts to complete surface water monitoring, groundwater monitoring, hydrogeological or geotechnical assessments of the CDD Landfill.

Task 4: Construction Management

SME has included Task 4 to assist the Town with the bid solicitation and construction oversight of the landfill closure construction.

SME proposes the following scope of services for Task 4:

- Prepare bidding documents to provide to contractors
- Attend one (1) pre-bid meeting at the site and document and respond to contractor questions.
- Evaluate contractor bids and provide Town with breakdown and recommendations for contract award.
- During construction SME will:
 - Review and respond to requests for information, contractor submittals and change order requests.
 - Provide daily field oversight.
 - Prepare for and document weekly progress meetings at the site with the Town and contractor.

For the purposes of this proposal, SME has assumed a four week construction duration.

SCHEDULE

SME is prepared to begin work on the above project upon receiving authorization to proceed from the Town and will work with the Town and subcontractors to complete the project within a timeframe agreeable to the Town.

BUDGET

SME recommends the Town budget the following:

Task 1 thru 3	\$ 32,800
Task 4	\$ 13,000
Total	\$ 45,800

Compensation will be based on time and materials in accordance with the Fee Schedule in Attachment A. The budget will not be exceeded without prior written authorization from the Town. The cost of application and licensing fees for the Maine DEP permit has not been included in this proposal.

Thank you for the opportunity to continue working with the Town. Please call us if you should have any questions and/or concerns.

Sincerely,

SEVEE & MAHER ENGINEERS, INC.



Peter M. Maher, P.E.
Vice President

Attachment:

Attachment A-Fee Schedule

ATTACHMENT A

SEVEE & MAHER ENGINEERS, INC.

FEE SCHEDULE

Effective January 1, 2014

SENIOR ENGINEER	\$120/hr
ENGINEER/SCIENTIST	\$105/hr
SENIOR FIELD ENGINEER	\$95/hr
FIELD ENGINEER	\$85/hr
SENIOR TECHNICIAN	\$85/hr
CADD	\$75/hr
TECHNICIAN	\$70/hr
CLERICAL	\$45/hr
VEHICLE USE	\$0.55/mi
DIRECT EXPENSES	Cost + 5%
COMMUNICATIONS	2% of labor
SUBCONTRACTS	Cost + 10%

Invoices will be submitted every 30 days. Payment shall be made to Sevee & Maher within 30 days of receipt of invoice. A 1.5% finance charge will be assessed on all past due invoices.

