

AGENDA

Cumberland Town Council Meeting
Town Council Chambers
Monday, April 13, 2026
7:00 P.M. Call to Order

I. CALL TO ORDER

II. APPROVAL OF MINUTES

March 23, 2026

III. MANAGER'S REPORT

IV. PUBLIC DISCUSSION

Public discussion is for comments on items that are not on the agenda. Comments are limited to 5 minutes per person. Rebuttal comments will be limited to 2 minutes. Public discussion topics may be brought up again under New Business for further Council discussion.

V. LEGISLATION AND POLICY

Opportunity for Public Comment. Per Article 2, Section 7 of the Town Charter, there will be an opportunity for public comment on each item on the agenda. Comments are limited to 5 minutes per person.

- 26 – 028 To hear a report from the Police Chief re: Downeast Institute's Shellfish Recruitment Box Project.
- 26 – 029 To authorize the Town Manager to execute an agreement with Cumberland County for public safety communication services.
- 26 – 030 To hold a Public Hearing to consider and act on a Mass Gathering application for the York County Kennel Club of Maine Canine Carnival to be held May 16th & 17th, at the Cumberland Fairgrounds.
- 26 – 031 To hold a Public Hearing to consider and act on a Mass Gathering application for the Chickadee Classic Dog Show to be held June 18th – 21st at the Cumberland Fairgrounds.
- 26 – 032 To consider and act on moving the May 25th (Memorial Day) Town Council meeting to Tuesday, May 26th.
- 26 – 033 To consider and act on moving the June 8th Town Council meeting to June 15th due to Election Day.

VI. NEW BUSINESS

Upcoming budget workshop and public hearing schedule:

April 27th at 5:00 p.m.

May 11th public hearing on adoption of FY27 Municipal Budget at 7:00 p.m.

VII. ADJOURNMENT

MINUTES

03/23/26

MINUTES

Cumberland Town Council Meeting

Town Council Chambers

Monday, March 23, 2026

5:00 P.M. Budget Workshop

7:05 P.M. Call to Order

Present: Councilors Douglass, Edes, Filson, Magoun, Michalak, Thorsson, and Vail

I. APPROVAL OF MINUTES

Motion by Councilor Douglass, seconded by Councilor Michalak, to accept the March 9, 2026 meeting minutes as presented.

VOTE: 7-0 UNANIMOUS

II. MANAGER'S REPORT

Town Manager Sturgis introduced Communications Director, Whitney Hanken, who explained how the Town has used Flash Vote. Ms. Hanken said that we have had Flash Vote for a little over 18 months and have used it twice since then. We did resident surveys on special waste events, and one on communications. In the first survey, we invited over 539 participants to take the survey, and 359 responded. In the second, we invited 584 to participate, and 321 responded. Our intention is to utilize it more over the next year.

Town Manager Sturgis said that on February 9th, the Town Council approved the Town to apply for a grant through the Housing Opportunity Program that was provided by the Legislature and the Governor, for technical assistance to municipalities to encourage and support the development of additional housing units in the State. There are expenditures that are associated with that, such as legal review fees, consultant fees, and staff time related to integrating LD1829. The maximum grant available was \$15,000, and he is happy to report that we have received the full grant of \$15,000.

III. PUBLIC DISCUSSION

State Representative, Christina Mitchell, said that she would like to give an update on the "fair bill" (LD2096), as she likes to call it. Last year, a conflict occurred when one fair started a day early, which happened to be the Cumberland Fair's last day. That created a lot of problems and confusion with the movement of animals, events being cancelled, and food vendors leaving to go to the next fair. It was very expensive for the Cumberland Fair. The problem was that the statute didn't allow anything to be done to prevent that from happening. The intent of the bill is to help all the fairs, so that no one could have a fair date outside of their requested and assigned dates. The bill went through the Committee of Agriculture, Conservation, and Forestry unanimously twice and she is happy to report that the Legislature has approved the bill, and it was signed into law earlier this afternoon. She also reported that LD1829 and the "fix it bill" had 5 work sessions, which she has learned is extraordinary. Last Friday, they voted it out of committee for the first time, amended. It will now go through legislative review, so we will soon know exactly what the amendments are. There were also 2 bills that the Education Committee passed week. One is the school construction bill, which has been reworked so that money will spread across more schools by boosting the funds of the revolving renovation program. Roof leaks and HVAC systems will be prioritized, and every district will have to contribute some money. Lastly, the Essential Services and Programs formula has been reworked so that no school district is suddenly going to be hit by a large bill. More details to come on this as it has not hit the House floor yet.

IV. LEGISLATION AND POLICY

Opportunity for Public Comment. Per Article 2, Section 7 of the Town Charter, there will be an opportunity for public comment on each item on the agenda. Comments are limited to 5 minutes per person.

26 – 025 To hold a public hearing to set sewer user fees.

Chairwoman Filson explained that there is a proposed increase to the sewer service rate from \$7.40 per hundred cubic feet (HCF) to \$8.14 per HCF, representing a 10% adjustment. This change would increase the base fee from \$41.84 to \$46.03 and raise the average monthly bill from \$86.24 to \$94.87. Sewer fees are paid entirely by the residents who use the sewer system, not by the general taxpayers. The increase is to cover some capital improvements over the next decade to maintain reliability, meet regulatory expectations, and support long-term service needs. These projects are financed entirely by system user fees.

Town Manager Sturgis provided the following outline with the reasons for the increase:

Increased Wastewater Assessment from Portland Water District

The Town's wastewater assessment from the Portland Water District (PWD) for the upcoming fiscal year is increasing by 8.1%, rising to \$1,544,256, an addition of \$115,800.

This assessment represents Cumberland's proportional share of regional wastewater treatment and operations—costs over which the Town has no direct control. The proposed rate increase allows the Town to meet this mandatory financial obligation without drawing down reserves or deferring maintenance.

Significant Capital Investments in the Wastewater System

Cumberland's wastewater infrastructure requires considerable capital improvement over the next decade to maintain reliability, meet regulatory expectations, and support long-term service needs. These projects are financed entirely by system user fees.

Major planned investments include:

- Tuttle Road Force Main Replacement
 - *Phase 1 (2026):* \$1,600,000
 - *Phase 2 (2030):* \$2,200,000
- Pump Replacements
 - Stony Ridge
 - Ocean Terrace
 - Ferne Lane
- Pump Station Upgrades
 - Ledge Road
 - Brookside
 - Cumberland Meadows
 - Foreside
 - Tuttle Road

In total, these projects represent approximately \$9,000,000 in long-term infrastructure investment. Maintaining an adequate rate structure is essential to responsibly fund these improvements, avoid emergency failures, and reduce future borrowing costs.

Increasing Operational Costs

Beyond capital needs, the wastewater system faces rising annual operating expenses. These include:

- Increased salaries and benefits through PWD for system operation
- Higher costs for biosolids disposal

- Escalating electricity rates
- Increased debt service tied to existing infrastructure projects

The 10% rate adjustment helps absorb these ongoing cost pressures while ensuring that system revenues remain aligned with operational needs.

Conclusion

The proposed sewer rate increase is necessary to keep the wastewater fund stable and self-supporting. The combined pressures of regional assessment increases, significant planned capital projects, and rising operational expenses make this adjustment essential for maintaining a reliable and financially sustainable wastewater system. I recommend moving forward with the proposed rate increase to ensure the continued integrity and long-term resiliency of Cumberland’s wastewater infrastructure.

Chairwoman Filson opened the public hearing.

No public comment.

Chairwoman Filson closed the public hearing.

Motion by Councilor Douglass, seconded by Councilor Vail, to increase sewer user fees by 10% effective April 1, 2026.

VOTE: 7-0 UNANIMOUS

26 – 026 To hear a report and recommendation from the Police Chief re: parking on Lawn Avenue.

Police Chief Rumsey said that in response to concerns expressed by residents of Lawn Avenue and by local business employees regarding vehicles parking on Lawn Avenue near Main Street during school hours, he is submitting the following request for consideration:

Background

It is my understanding that MSAD #51 has limited the ability of students to park on campus during the ongoing construction. This has resulted in a number of vehicles being regularly parked on the northeast side of Lawn Avenue between the Foodstop parking lot and Maple Street. Parking on the street, especially during winter when snowbanks are present, narrows the street making it difficult for vehicles to transit the area and pass each other if needed.

Legal Authority

Town ordinance 282-8(D)(1) states that “The Chief of Police or his or her designee is hereby authorized, upon vote of the Town Council, to cause the installation of signs indicating “No Parking” upon any street when the width of the roadway does not exceed 20 feet, or upon one side of a street as indicated by signs when the width of the roadway does not exceed 30 feet.” Lawn Avenue is less than 30 feet wide.

Proposal

1. Designate the northeast side of Lawn Avenue between Foodstop and Maple Street as “no parking” by installing appropriate signs.
2. Designate the southwest side of Lawn Avenue, from the stop sign at Main Street approximately 140 feet toward Maple Street as 30-minute parking.

This proposal, if approved by Council, would allow the identified section of street to be completely restricted to parking, with the exception of short-term parking on the southwest side for Foodstop customers.

Chairwoman Filson asked for any public comment on this item.

Shauna Larabee of Maple Street said that she supports this proposal. It is a great start to solve some of the issues that the neighbors are seeing, such as students parking on both sides of Lawn Avenue and on Maple Street. She is concerned that if there is no parking on Lawn Avenue, they will simply move to Maple Street to park. This should be considered.

Chief Rumsey said that if we try this and it is not working, the Police Department will report it to the Town Manager and we can revisit it.

Motion by Councilor Douglass, seconded by Councilor Vail, to designate the northeast side of Lawn Avenue, between Foodstop and Maple Street, as “no parking” by installing appropriate signs, and designate the southwest side of Lawn Avenue, from the stop sign at Main Street approximately 140 feet toward Maple Street, as 30-minute parking.

VOTE: 7-0 UNANIMOUS

26 – 027 To consider and act on extending the Comprehensive Plan deadline from April 2026 to June 2026.

Chairwoman Filson explained that the Comprehensive Plan Committee has been doing some great work and they are requesting an additional 2 months in order to finish up that work.

Chairwoman Filson asked for any public comment on this item.

No public comment.

Motion by Councilor Douglass, seconded by Councilor Michalak, to extend the Comprehensive Plan deadline from April 2026 to June 2026.

VOTE: 7-0 UNANIMOUS

V. NEW BUSINESS

Councilor Michalak – he donated \$20 to the food pantry, as he does at every meeting.

He has been thinking about long-term planning and new Town Councilor’s coming in June. It would be great to hand a new Councilor a plan in regard to upcoming major expenses.

Councilor Thorsson – she attended the event that the library hosted for people who were interested in learning more about running for local office. Only one person came to get information, but it was nice and the library is great place to hang out.

Councilor Vail – tomorrow afternoon the Towns of Cumberland, Falmouth, Freeport, North Yarmouth, and Yarmouth are getting together to continue the discussion about consolidation of services. The invited guests are any of the town managers that are able to attend. Expected guests are Cumberland County Manager, Jim Gailey, and Christina Eagan from the Greater Portland Council of Governments (GPCOG). There have been some good ideas from the group and some feedback from Mr. Gailey and Ms. Eagan about how to move those ideas forward. One of the topics for the meeting tomorrow will be how to engage the school in the discussion. He is looking forward to the meeting.

Councilor Douglass – a reminder of the upcoming budget workshop schedule (all at 5:00 p.m.): March 30th, April 6th, April 27th, and May 11th which will be the public hearing on the adoption of the FY27 Municipal Budget at 7:00 p.m.

Councilor Magoun – tomorrow at 8:00 a.m. registration for all the non-day camp recreation programs open for all Cumberland and North Yarmouth residents.

The Lands and Conservation Commission will meet next Wednesday, April 1st at 7:00 p.m.

Last evening, we welcomed approximately 20 exchange students from France. Some of our students went to France last November so we are returning the favor. Welcome to the students.

Councilor Edes – he thanked the staff at the Recreation Center at Val Halla. They do a great job, and they are accommodating to work with.

According to mashed.com, J Brothers in West Cumberland has the best gas station/convenience store pizza in the country. Kudos to J Brothers.

Chairwoman Filson – on Tuesday, May 5th at 6:00 p.m. we will be hosting “Meet the Candidates Night” for Town Council and School Board candidates. It will be televised and people can also come in person to watch.

Following our request for the MSAD 51 Board of Directors to review the cost-sharing agreement between Cumberland and North Yarmouth, we have created a first draft of some of the sentiments that we want to share with them in outlining our position, which she read:

Dear Members of the MSAD 51 School Board,

The Cumberland Town Council voted 6–0 to request that the MSAD 51 Board of Directors initiate the statutory process to review and reconsider the cost-sharing agreement between the Town of Cumberland and the Town of North Yarmouth.

This cost-sharing agreement, approaching 60 years in age, has not undergone a comprehensive review during its lifespan. As a Council, we have a fiduciary responsibility to periodically re-examine long-standing financial structures to ensure they reflect current conditions and remain fair, transparent, and aligned with the needs of the communities we serve.

Over the past 18 years, Cumberland’s student population has declined by approximately 13%, while North Yarmouth’s has declined by roughly 4%. Despite these shifts, the cost-sharing formula has remained tied exclusively to state equalized valuation using a three-year rolling average. It does not incorporate the realities of student enrollment.

As you know, Maine law provides school districts with flexibility in determining cost-sharing formulas. Districts may rely on valuation, enrollment, blended methodologies, or another mutually agreed-upon approach. A review of practices statewide shows that many districts use blended or per-pupil models; notably, applying a 50/50 blended model over the past decade would have produced an estimated \$1.3 million difference for the Town of Cumberland.

We recognize that North Yarmouth has expressed concerns due to both towns undergoing local property revaluations. However, it is essential to clarify that the values used to determine district cost-sharing are based on the State’s Property Tax Division, not local revaluation results. Additionally, any change to the

cost-sharing formula, if ultimately agreed upon, would not take effect until the 2027–28 fiscal year, at the earliest.

We also wish to address the important procedural role of the School Board. As a neutral party in this process, initiating the statutory review ensures that both communities have the opportunity to participate in a facilitated, balanced discussion.

Some have suggested delaying action due to the recently passed housing legislation, LD 1829, and the desire to wait and see its potential impact. This reasoning may be premature given the current status of the legislation. LD 1829 is still under revision and may not take effect until 2027 or later. Moreover, new laws are passed every year, existing laws are amended, and unforeseen developments regularly occur. If the possibility of future legislative change becomes justification for inaction, then meaningful review would never occur. It is important that the Board not allow evolving external factors to serve as a rationale for delaying review indefinitely.

Cumberland approaches this request as part of our partnership and funding with MSAD 5. As a town that contributes approximately 72.5% of the district's operating costs, we respectfully request that this perspective be considered within the broader context of the district's funding structure. There are no predetermined conclusions from initiating this review. After nearly 6 decades, undertaking a structured and impartial reconsideration of the agreement is not only reasonable, but also an example of sound governance.

To be clear, this request does not alter the existing formula, does not dictate an outcome, and does not imply any specific financial expectation. It simply imitates the statutorily defined process of convening municipal representatives supported by a neutral, state approved facilitator, to review data, hear concerns, and guide the towns toward a fair and transparent result.

We appreciate your attention to this matter and look forward to working collaboratively as this important review moves forward.

Sincerely yours,

The Cumberland Town Council

Councilor Thorsson suggested moving some of the paragraphs around to be clear about why we are doing this, that it is not altering formula, and the procedural role of the school is more important. Put the bottom line up front.

Councilor Douglass said that she appreciates the letter being drafted. It is important to remember that this is simply a conversation. It is not negative and it's important that we remind the community of that.

Councilor Michalak said that he supports Councilor Thorsson's suggestion, and he also appreciated the letter being drafted. Like Councilor Douglass said, we only want to have a conversation.

Councilor Magoun said that he would like the word "approximately" removed from the following sentence: *As a town that contributes **approximately** 72.5% of the district's operating costs.* Another option would be for it to read approximately 72% or 73% and remove the decimal point.

Councilor Vail asked if we should only be addressing the letter to the Cumberland members of the School Board. He expects that the members from North Yarmouth will not vote in favor of this because it could potentially raise their taxes. That is the reality of this exercise.

Chairwoman Filson said that what we have put together is very reasonable, and she would expect anyone to look at it with open eyes, regardless of if they live in Cumberland or North Yarmouth. If she were a North Yarmouth School Board member, and we only addressed it to the Cumberland School Board members, she would feel the pinch of that.

Councilor Douglass agreed that doing that would preemptively create a divide, which is what we don't want to do.

After some discussion, it was decided that the letter should be sent to the entire School Board.

VI. ADJOURNMENT

Motion by Councilor Douglass, seconded by Councilor Vail, to adjourn.

VOTE: 7-0 UNANIMOUS

TIME: 8:28 P.M.

Respectfully submitted by,

Brenda L. Moore
Council Secretary

ITEM

26-028

To hear a report from the Police Chief re: Downeast Institute's Shellfish
Recruitment Box Project



CUMBERLAND POLICE DEPARTMENT

290 TUTTLE ROAD
CUMBERLAND, MAINE 04021

CHARLES J. RUMSEY, IV
CHIEF OF POLICE

EMERGENCY
911

BUSINESS
(207) 829-6391

FAX
(207) 829-2211

From: Charles Rumsey, Chief of Police
To: Matthew Sturgis, Town Manager
Date: March 25, 2026
Subject: Deployment of Shellfish Recruitment Monitoring boxes

The Cumberland Shellfish Commission has entered into an MOU with the Downeast Institute to allow for the installation of Shellfish Recruitment boxes on the flats of Cumberland in 2026. Deployment of the boxes is expected to take place on April 18th and will be accomplished with assistance from DEI staff, Assistant Harbormaster Nick D’Ascanio, and volunteers.

The recruitment boxes are part of a statewide research effort to understand the sharp decline in clam landings in Maine over the last 75 years. The boxes are “passive collectors,” allowing clam larva to settle in the box (as well as on the mudflats). In the fall, the boxes will be retrieved and contents examined to gain information on:

- Clam recruitment – density, growth rates, comparison between clams in the boxes and on the mudflats,
- Predator impact
- Environmental trends – seawater temperatures will also be collected
- Comparative results – year-over-year and local, regional, and statewide trends
- Management insights – can help to identify productive and non-productive flats
- Community engagement

The boxes will be placed in two sites – one site near Town Landing, another near Broad Cove beach. Each site will consist of 12 boxes (total of 24 boxes). Each box is 1’ x 2’ and are pictured below.



ITEM

26-029

To authorize the Town Manager to execute an agreement with Cumberland County for public safety communication services

**AGREEMENT BETWEEN CUMBERLAND COUNTY AND THE TOWN OF
CUMBERLAND
“COMMUNICATION SERVICES”**

THIS AGREEMENT, effective July 1, 2026 is entered into by and between the COUNTY OF CUMBERLAND (hereinafter referred to as “the County”) with a principal place of business at 142 Federal Street, Portland, Maine and the TOWN CUMBERLAND (hereinafter referred as “the Municipality”) with a principal place of business at 290 Tuttle Road, Cumberland, Maine.

WITNESSETH

WHEREAS, pursuant to Title 30-A M.R.S.A. §453 the County Commissioners are authorized to establish a communications center to provide communications services for municipal rescue, ambulance, fire and police departments, and pursuant to 30-A M.R.S.A. 107, the County Commissioners are authorized to enter into agreements with municipalities within the County to provide specific communications services for municipal law enforcement functions, including dispatch of municipal units;

WHEREAS, the County has established the Cumberland County Regional Communications Center (“CCRCC”) to provide emergency and non-emergency dispatch services to several public safety agencies within Cumberland County, and to serve as the Public Safety Answering Point (“PSAP”) pursuant to 25 M.R.S.A. c. 352 for several communities within Cumberland County; and

WHEREAS, the Municipality has requested that the County provide certain communication services as set forth herein and the County is willing to provide such services through the CCRCC pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises by each party to the other and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. SERVICES

The County agrees to provide the Municipality with the following services through the CCRCC, which shall be referred to herein as the “Communication Services.”

The Communication Services shall be provided to appropriate service providers and agencies of the Municipality as determined by the CCRCC, including, but not limited to, Fire, Rescue, Animal Control, Marine Safety, and Public Works. For purposes of this Agreement, the County hereby agrees to provide the Communication Services to the following agencies and/or departments of the Municipality: CUMBERLAND.

The Communications Services to be provided by the County shall include:

- (A) Access for use of the emergency alert system by authorized personnel.
- (B) Answering of all emergency and non-emergency calls for service.

(C) Dispatching personnel and equipment for emergency and non-emergency calls for service and all ongoing incidents, as well as coordination of all support services as deemed appropriate by the incident commanders and / or authorized agency personnel.

(E) A warrant repository for participating agencies.

(F) Access to and licenses for the use of Computer Aided Dispatch (CAD) and Record Management Systems (RMS) software and databases utilized in connection with the Communication Services outlined above.

The County agrees that in providing the Communications Services, it will maintain adequate facilities, equipment and personnel to perform the Communications Services and carry out the purposes stated in the PSAP standards established by the State of Maine. The County further agrees to provide all services in the most cost effective and efficient manner possible and to ensure that all calls for service in the Municipality are dispatched to the appropriate service providers for the Municipality. The County shall be responsible for ensuring that all personnel providing the Communications Services have been certified and trained according to the requirements of the State of Maine. During the term of this agreement, the Municipality agrees to maintain P25 VHF conventional operational capability for Fire / Rescue and/or Law Enforcement personnel within their jurisdiction for use of CCRCC operations channels.

2. AUTHORIZATION

This Agreement shall be effective only upon authorization of the legislative body of the Municipality pursuant to 30-A M.R.S.A. § 107(1) and the Cumberland County Commissioners. A copy of this Agreement shall be filed with the Clerk of the Municipality and in the office of the County Commissioners.

3. TERM & TERMINATION

A. The effective date of this agreement shall be the date upon which it is executed, following the approvals required in Section 2 above. The initial term of this Agreement shall be two years from its effective date. This Agreement shall be automatically renewed following the initial three-year term without affirmative action by the parties, unless otherwise specified in the authorization of the legislative body of the Municipality, for successive one-year periods on its anniversary date, unless and until terminated by either party as set forth herein.

B. Notwithstanding the above provisions, this Agreement may be terminated as follows:

1. By the Municipality if:

- a. the County fails to provide sufficient personnel or equipment to perform the services detailed herein;
- b. the County discontinues the service;
- c. the County fails to comply with the material terms of this Agreement;

or

- d. the Municipality fails to appropriate the funds needed to pay the costs set forth in Section 4 of this Agreement as further outlined in Section 5 below.

2. By the County if:
 - a. the Municipality fails to make all payments required under the terms of this Agreement as set forth in Section 4;
 - b. the Municipality fails to abide by all CC RCC policies and procedures.
 - c. the Municipality fails to comply with the material terms of this agreement.

This Agreement shall automatically renew for a one-year auto renewals, unless either party provides written notification to the other no later than January 1st of its intent to terminate the contract at the conclusion of that contract year.

4. COSTS

The Municipality agrees to pay the County the following rates for the following terms:

Year 1 (July 1, 2026 to June 30, 2027): \$ 233,675.75

Year 2 (July 1, 2027 to June 30, 2028): \$ 3-5% increase to be determined by Dec 1, 2026

This foregoing amounts were calculated as a per capita fee based on the Municipality's population of 8,473.

Year 1 (July 1, 2026 to June 30, 2027): \$ 27.58

Year 2 (July 1, 2027 to June 30, 2028): 3-5% increase to be determined by Dec 1, 2026

In addition to the per capita fee for the Communication Services outlined above, the Municipality agrees to pay the fees associated with the licensed use of the CAD and RMS software outlined in Section 1(F) above (the "Software Fee"). The Software Fee shall cover access to, user licenses and maintenance of the respective software at the level deemed appropriate by the County for the Communication Services being provided to the Municipality. The Software Fee for the first year of this Agreement shall be \$ 10,833.33 and shall increase by 3-5% each year of this Agreement thereafter, unless otherwise negotiated by the Parties.

The County shall invoice the Municipality on an annual basis and payments shall be due within 60 days of the end of the contract year.

The rates for years in which this Agreement may be automatically renewed after the initial term shall increase at 3-5% over the most recent annual rate.

Written notification of annual changes in cost or other provisions of the Agreement must be submitted to the TOWN in writing no later than December 1st of each year.

5. NON-APPROPRIATION

The parties agree that any amounts required to be paid by the Municipality under this Agreement are payable by the Municipality from appropriation through its annual budget process and subject to the approval of its legislative body. In the event an insufficient amount to fund this Agreement for any contract year is appropriated, this Agreement may be terminated by the Municipality upon

notice to the County. In such event, the Municipality shall certify to the County that sufficient funds have not been authorized to meet the obligations of this Agreement, and such certification shall be conclusive upon the parties.

6. ADMINISTRATION

Pursuant to the provisions of 30-A M.R.S.A. § 453, the County Commissioners, after consulting with the municipal officers of the communities served by the CCRCC, will set policies for the CCRCC. The Cumberland County Communications Director shall be appointed by the County Manager and shall be responsible for the administration and operation of the Communications Center. This agreement shall not limit the County Commissioners' authority to contract with other political subdivisions, quasi-municipal corporations, agencies or other enterprises to perform the Communication Services specified in this agreement, nor shall it restrict or curtail any authority otherwise bestowed by law upon the County Commissioners.

A Board of Directors will be established by the County to serve as a liaison between the Municipality and the CCRCC; review and recommend policies for the CCRCC; The composition of the Board of Directors, the terms of its members, and filling of vacancies on the Board of Directors shall be established by policy of the County Commissioners. The County may also establish committees at its discretion, including, but not limited to, a law enforcement committee, a fire and rescue committee to promulgate policy and procedures for oversight and a technical committee to provide assistance to the CCRCC related to the use of and advancements in technology. The Director of the CCRCC shall be responsible for appointing members to these committees and for assigning directives to the committees as needed.

7. EMPLOYMENT & AGENCY

Nothing in this Agreement shall be deemed or interpreted to make the County an officer, agent, employee or representative of the Municipality, nor to make the Municipality an officer, agent, employee or representative of the County. The parties both understand and agree that the County's employees performing the Communication Services pursuant to this Agreement are not employees of the Municipality and are not entitled to benefits of any kind or nature to which employees of the Municipality are normally entitled. All such employees are and shall remain employees of the County and the County shall be solely responsible for the wages and benefits of said employees, including, but not limited to, unemployment compensation, workers' compensation, group health insurance, disability coverage, retirement contributions, and/or paid time off. Neither party shall have authority, express or implied, to bind or commit the other party to any agreements or obligations unless specifically authorized in writing.

8. PROPERTY

All real and personal property acquired or used in the performance of the Communication Services under this Agreement shall be the property of the County. As such, acquisition, use and disposal of such property shall be in accordance with policies and procedures of Cumberland County.

9. INDEMNITY

The Municipality shall indemnify and hold harmless the County, its officers and employees from any and all loss, liability, damage, or injury (including death) received or sustained by any person, persons or property arising out of any act or omission, neglect, or misconduct of the

Municipality, its officers and employees. The Municipality further agrees to defend the County against any and all suits, actions or claims of any character brought or filed against the County arising out of any act or omission, neglect, or misconduct of the Municipality, its officers and employees. Notwithstanding the foregoing, this indemnification shall not be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to either party under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., or other applicable law. The provisions of this Section shall survive the term of this Agreement indefinitely.

10. SEVERABILITY

If any provision of this Agreement or its application to any party or circumstances shall be declared void, illegal, or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law.

11. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Maine without regard to its conflict of laws provisions. Each party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the State of Maine for the purposes of any action or proceeding arising out of or relating to this Agreement. Each party hereby consents to such personal jurisdiction and agrees that venue shall lie in the state and federal courts within the State of Maine with respect to any cause of action arising under or relating to this Agreement. Each party hereby waives any objection based on *forum non-conveniens* and waives any objection to the venue of any action instituted hereunder.

12. ENTIRE AGREEMENT

This instrument embodies the entire agreement of the parties and may not be amended or changed unless in writing executed by all parties. There are no promised terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto. The parties acknowledge and agree they have each carefully read this Agreement, understand its terms and, being duly authorized, sign it as their own free act in their official capacity on behalf of the Municipality and the County respectively.

IN WITNESS WHEREOF, the [TOWN of CUMBERLAND, by order duly adopted by its [Selectmen/ Council / Town Meeting], has caused this Agreement to be signed by the [Selectmen/ Town Manager] and the COUNTY OF CUMBERLAND, by order of the County Commissioners, has caused this Agreement to be executed by the County Manager.

By: _____
James H. Gailey, County Manager

By: _____
Town of CUMBERLAND
It's [Select Board Chair / Manager /
Administrator]

Date:

Date:

ITEM

26-030

To hold a Public Hearing to consider and act on a Mass Gathering application for the York County Kennel Club of Maine Canine Carnival to be held May 16th & 17th, at the Cumberland Fairgrounds



MEMORANDUM

To: Matt Sturgis, Town Manager
From: Jenn Doten, Town Clerk
Re: York County Kennel Club of Maine

Please forward to the Town Council for consideration.

The YCKC event Caine Carnivale is the 45th & 46th All Breed Conformation Show happening at the Cumberland Fairgrounds May 16 & 17, 2026, 8AM – 5PM both days.

- Parking will be on the fairgrounds.
- There will be 3 food vendors.
- Trash will be taken care of on site.
- They will supply their own EMS personnel. They have 1 member who will be onsite for all 4 days and is an EMT.
- There will be no need for police to be assigned to the event.
- The contact person for this event is Grace Kowalski. Contact number is 603-397-8873.
- Public safety and Code Enforcement have no issues or concerns.
- Insurance and payment have been received.

I believe this covers all areas related to the Mass Gathering Permit application. I anticipate this event will be successful and well managed.

TOWN OF CUMBERLAND
Mass Gathering Application

_____ **Minor Large Outdoor Event (500 - 4,999 persons) \$250.00**
_____ **Major Large Outdoor Event (5,000 +) \$500.00**

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

Name of applicant _____

Address of applicant _____ Tel. # _____

Name of event _____

Facility name/address where the event will be held _____

Is the facility owned by the applicant _____ YES _____ NO (**If no**, attach a copy of the contract with the owner which allows use of the property)

Date(s) of event: _____

Time (start and finish times): _____

Number of tickets available: _____

Expected attendance: _____

Description of event (use extra paper if needed):

Name & telephone number of promoter if different from applicant:

Name: _____ Telephone number: _____

Name & telephone number for Point of Contact during the event:staff will introduce themselves at event

Name(s): _____ Telephone number(s): _____

Name, address & telephone number for Billing:

Name(s): _____ Telephone number(s): _____

Address: _____

1. Will food vendors be serving at the event? _____ yes _____ no

If you answered "yes" please describe each below

Total number of food vendors expected: _____

2. Will any alcohol vendors be serving at the event? _____ yes, _____ no

If yes, attach a copy of the vendors license to sell alcohol, describe alcohol to be will served

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

a) _____

b) _____

c) _____

Description of facility

- A. Seating capacity: _____ permanent; _____ temporary
- B. Other seating capacity: _____ festival; _____ standing room only (sq. ft)
- C. Number of toilets available: _____ permanent; _____ portable
- D. Number of parking spaces available: _____ on-site; _____ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours)
_____ yes; _____ no, if no, which lots are not lighted _____

- F. Source of potable water: _____
- G. Refuse containers available, number and size: _____

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

- I. When will refuse be picked up? _____

Public Safety

- A. Describe first aid facilities: _____

- B. Describe fire personnel: _____

- C. Describe emergency facilities (including communications):

- D. Number of certified police officers: _____
- E. Other security personnel (include company name and qualifications): _____

- F. Parking attendants on grounds to assist within event area (include company name & # of attendants):

Other

A. Provide a Certificate of Insurance naming the Town of Cumberland.

1) Name of liability insurance _____

i. Amount of coverage _____; amount of property insurance _____

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

C. Provide a copy of the rental agreement if property not owned.

Authorized signature

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

Gathering Ordinance. _____ (authorized signature)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/27/2026

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

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

PRODUCER Cole Harrison Insurance P O Box 358 Kennebunk, ME 040437086	CONTACT NAME: Lori Butters PHONE (A/C. No. Ext): 207-985-3361 E-MAIL ADDRESS: lbutters@coleharrison.com	FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED York County Kennel Club of Maine, Inc. C/O Robyn Januszewski PO Box 214 Alfred, ME 04002	INSURER A: West American Ins Co		44393
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKW58305925	02/01/2026	02/01/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate Holder is included as Additional Insured when required by contract, agreement or permit

May 15 - 17, 2026

CERTIFICATE HOLDER**CANCELLATION**
 Cumberland County Fairgrounds
 179 Blanchard Road
 Cumberland, ME 04021

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Cumberland Farmer's Club Fairgrounds Rental Agreement –2025-2026

This agreement is made on July 8, 2025, by and between Cumberland Farmer's Club (CFC) and: York County Kennel Club (hereafter referred to as "Renter") in agreement of the following:

Rental of specific Fairgrounds area/buildings: Bruce Hill Rd Adjacent Campground Area, plus open fields in Blue Seal Arena Area

Date: 5/15-5/17 2026 (includes set-up and break-down) Event Time(s): Daily Ground Rental covers full days of events

Number of Participants: TBD Type/Description of Event: Dog Show

Grounds Rental Fee: \$3000.00

CFC personnel Rubbish Removal/Cleanup: \$750.00 fee Yes No

Note: *Over 500 Participants require Renter to complete a Mass Gathering permit with the Town of Cumberland and Renter is responsible for payment of required fee to Town directly. This is NOT included in the fee paid to Cumberland Farmer's Club (CFC). Copy of the approved Mass Gathering Permit must be provided to CFC as applicable prior to event. Town of Cumberland permit requirements are the sole responsibility of the Renter to secure and comply.*

Provisions & additional amenities:

For this event CFC will provide the following in addition to property rental:

Bathroom access & supplies: Electricity: Water: Night Lighting: Picnic Tables: # 8

Additional: n/a

Note: *Requirements above and beyond CFC capacity such as (but not limited to): additional restrooms/porta-potties and/or security to satisfy Mass Gathering permit requirements and additional licensing is the sole responsibility of the Renter and is not included with fees paid to CFC.*

Additional: Renter will comply with all State mandated guidelines for COVID-19 Safety or other mandates which may be in place at the time of the event, including wearing of face coverings and social distancing. Renter assumes all responsibility for necessary enforcement of such mandates.

Camping: All overnight camping arrangements and collection of fees will be coordinated with CFC and campers will be charged individually at the current campground fee rates. Campsites are clearly marked, and use of more than one campsite will require fees paid for each site occupied.

Rubbish Removal/ Cleanup: Renter agrees to ensure that all refuse and rubbish, including dog feces, is properly handled throughout the event and disposed of in provided receptacles. CFC will ensure rubbish receptacles are regularly emptied to the Dumpster. Renter will be billed for Dumpster/Trash Removal Reimbursement following pickup after the event conclusion.

Insurance Requirements: All Renter(s) are required to submit a certificate of insurance naming **The Cumberland Farmers Club** (PO BOX 745, 197 Blanchard Rd. Cumberland ME 04021) as additional insured, providing a minimum of \$1,000,000.00 liability insurance valid date(s) of event which will include a description of your operation on the certificate.

Vendors: Any vendors participating in the event are required to submit the following information prior to set-up:

- **Insurance Requirements:** All vendors are required to submit a certificate of insurance naming **The Cumberland Farmers Club** PO Box 745, Cumberland ME 04021 as additional insured, providing a minimum of \$1,000,000.00 liability insurance valid the week of the fair which will include a description of your operation on the certificate. COI must be received PRIOR to Vendor set-up. No exceptions.
- **Maine State Sellers Certificate:** All vendors are also required to show proof of a valid Maine Sellers Certificate. Vendors will have to secure this license on their own. In order to open, Vendor must show proof of Maine Sellers certificate, or they will be in violation and **not allowed to open.**

Hold Harmless: Renter(s) and Participants agree to hold harmless and release the Cumberland Farmer’s Club and any officers, directors, employees, representatives and/or members from any and all losses, causes of action, liabilities, expenses and claims for damages (collectively “Claims”) that may now or in the future arise directly or indirectly from participation in connection with the Event and/or the condition of the property, facilities or equipment used for the Event, regardless of when, where or how such Claim may arise and regardless of whether caused by the negligence of the Released Parties or otherwise, including, without limitation, Claims relating to (i) any theft, loss or disappearance of property, (ii) bodily injury (fatal or non-fatal) and (iii) property damage.

Property Damage: Any damage to the Cumberland Fairgrounds property caused by participants will be the responsibility of the Renter.

Payment: To book your event, a **50% non-refundable deposit** is due upon signing of this agreement. The remaining balance is due no later than one week prior to the first date of the event. For rentals arranged less than 60 days before the event date, full payment is due with the signed agreement.

Payable to: **Cumberland Farmer’s Club**

Deposit Amount: \$1875 **Total Due** (include Grounds Rental and CFC clean-up fee if applicable): **\$3750.00**

NOTE: these amounts do not include final billing for Dumpster pickup, nor any applicable camping fees.

Renter Representative: Name _____ Title _____

By your signature below, you assume the responsibility and agree to the requirements outlined above.

Signature _____ Date _____

Contact Information Cell Phone: _____ email: _____

Mailing Address _____

CFC Representative: Elizabeth Tarantino Title: Secretary

Signature:  _____ Date: 7/8/25

Cell Phone: 207.504.7032 email: cfcsecretary@maine.rr.com

Cumberland Farmer’s Club Contacts: President Ted Googins 207.318.2078 | VP/Treasurer Jeff Steinman 207.232.7892

Secretary Elizabeth Tarantino 207.504.7032

Cumberland Farmer’s Club PO BOX 745 Cumberland ME 04021

ITEM

26-031

To hold a Public Hearing to consider and act on a Mass Gathering application for the Chickadee Classic Dog Show to be held June 18th – 21st at the Cumberland Fairgrounds



MEMORANDUM

To: Matthew Sturgis, Town Manager
From: Jenn Doten, Town Clerk
Re: Chickadee Classic Dog Show - Penobscot Valley Kennel Club

Communications were had with Liz from the Fairgrounds, the Cumberland Police Department and the Fire -Rescue Department and there are no concerns.

The following represents our mutual understanding:

- The completed application and payment of \$250 for the Mass Gathering fee has been received.
- Their insurance is currently in the renewal process. The current policy expires May 8, 2026. Certificate of Insurance will be provided to us after the renewal is complete. Policy cover page attached.
- They are requesting the following days & times:
 - Thursday June 18 through Sunday June 21, 7:30 AM – 6:30 PM
- Parking will be on the fairgrounds.
- There will be a food vendor.
- Trash will be taken care of on site.
- There will be no need for police or rescue to be assigned to the event.
- There are no outstanding balances due from prior years.

I anticipate this event will be successful and well managed.



The Hanover Insurance Company,
 440 Lincoln Ave, Worcester, MA 01605
 Commercial Lines Policy
 Common Declaration

Policy Number	Policy Period		Coverage is Provided in the:	Agency Code
	From	To		
RHSA193554 11	5/8/2025	5/8/2026	The Hanover Insurance Company	55-2240

Named Insured and Address:	Agent:
Penobscot Valley Kennel Club PO Box 23 Eddington, ME 04428	Sportsmen's Insurance Agency Plan P.O. Box 799 Cape Vincent, NY 13618-0799

Policy Period: From: 5/8/2025 To: 5/8/2026
 At 12:01 a.m. Standard Time at your mailing address shown above.

Business Description: Animal Related Organization

In Consideration of the premium, insurance is provided the Named Insured with respect to those premises described in the attached schedule for which a specific limit of insurance is shown. The is subject to all terms of this policy including Common Policy Conditions. Coverage Parts, Forms and Endorsements may be subject to adjustment and/or a policy minimum premium.

This policy consists of the following coverage parts for which a premium is indicated. This premium may be subject to adjustment.

Commercial General Liability Coverage	\$ [REDACTED]
Terrorism Coverage	EXCLUDED
Commercial Automobile Coverage	EXCLUDED
Commercial Inland Marine Coverage	INCLUDED
Total Premium	\$ [REDACTED]
Minimum Earned Premium	\$ [REDACTED] minimum earned premium.

Forms applicable on renewal are detailed by policy level and coverage part.

Forms applicable at renewal: Forms as per master policy RHS 9828667

Authorized Representative

TOWN OF CUMBERLAND
Mass Gathering Application

Minor Large Outdoor Event (500 - 4,999 persons) \$250.00 ^{fd. CC}
 Major Large Outdoor Event (5,000 +) \$500.00

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

Name of applicant: Nancy Daniels 04428

Address of applicant: PO Box 211, EDDINGBOD ME Tel. # 207-949-2112

Name of event: DISCOWESTERN CHASE dog show

Facility where the event will be held: CUMBERLAND FAIRGROUNDS

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

Name of promoter (if different from above): _____

Telephone number: 618, 19, 20, 21/2026

Date of event: → Time (start and finish times): 0930 - 1830

Number of tickets available: FREE to spectators

Expected attendance: 800/day

Description of event (use extra paper if needed):
AKC CONFORMATION dog shows

Will any food vendors be serving at the event? yes, no (if yes, how many, and what types)
WAYNE DISTRIBUTOR - Seasonal Doggie

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

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

1. N/A
2. _____
3. _____

Description of facility:

- A. Seating capacity: _____ permanent; _____ temporary
- B. Other seating capacity: _____ festival; _____ standing room only (sq. ft)
- C. Number of toilets available: 6 permanent; 8 portable
- D. Number of parking spaces available: 700 on-site; _____ off-site
- E. Are all parking lots lighted (applicable only if event runs into evening hours)
_____ yes; no, if no, which lots are not lighted all
- F. Source of potable water: on site, plus bottled spring water
- G. Refuse containers available, number and size: 55 gal. barrels > 30
- H. Name of refuse disposal company (attach a copy of the agreement to pick up refuse)
CFG
- I. When will refuse be picked up? daily

Public Safety:

- J. Describe first aid facilities:
AED on site
First aid kit multiple RD's
- K. Describe emergency facilities:
as above

L. Describe communication facilities: _____
Walkie talkies

_____ speaker system cell phone

M. Number of certified police officers: 0

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

O. Describe fire personnel: Town of Cumberland

Other

PURE
- INCREASED
will
E-mail

P. Provide a Certificate of Insurance naming the Town of Cumberland.

Name of liability insurance _____

Amount of coverage _____; amount of property insurance _____

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

R. Provide a copy of the rental agreement if property not owned.

[Signature]
Authorized signature

On 7/2025 (date), I received a copy of the Cumberland Mass
Gathering Ordinance. _____ (authorized signature)

Cumberland Farmer's Club Fairgrounds Rental Agreement –2025-2026

This agreement is made on July 8, 2025, by and between Cumberland Farmer's Club (CFC) and: Chickadee Classic Dog Shows (hereafter referred to as "Renter") in agreement of the following:

Rental of specific Fairgrounds area/buildings: Bruce Hill Rd Adjacent Campground Area, plus open fields in Blue Seal Arena Area

Date: 6/17-6/21 2026 (includes set-up and break-down) Event Time(s): Daily Ground Rental covers full days of events

Number of Participants: TBD Type/Description of Event: Dog Show

Grounds Rental Fee: \$3900.00

CFC personnel Rubbish Removal/Cleanup: \$600 fee Yes No

Note: *Over 500 Participants require Renter to complete a Mass Gathering permit with the Town of Cumberland and Renter is responsible for payment of required fee to Town directly. This is NOT included in the fee paid to Cumberland Farmer's Club (CFC). Copy of approved Mass Gathering Permit must be provided to CFC as applicable prior to event. Town of Cumberland permit requirements are the sole responsibility of the Renter to secure and comply.*

Provisions & additional amenities:

For this event CFC will provide the following in addition to property rental:

Bathroom access & supplies: Electricity: Water: Night Lighting: Picnic Tables: # _____

Additional: n/a

Note: *Requirements above and beyond CFC capacity such as (but not limited to): additional restrooms/porta-potties and/or security to satisfy Mass Gathering permit requirements and additional licensing is the sole responsibility of the Renter and is not included with fees paid to CFC.*

Additional: Renter will comply with all State mandated guidelines for COVID-19 Safety or other mandates which may be in place at the time of the event, including wearing of face coverings and social distancing. Renter assumes all responsibility for necessary enforcement of such mandates.

Camping: All overnight camping arrangements and collection of fees will be coordinated with CFC and campers will be charged individually at the current campground fee rates. Campsites are clearly marked, and use of more than one campsite will require fees paid for each site occupied.

Rubbish Removal/ Cleanup: Renter agrees to ensure that all refuse and rubbish, including dog feces, is properly handled throughout the event and disposed of in provided receptacles. CFC will ensure rubbish receptacles are regularly emptied to the Dumpster. Renter will be billed for Dumpster/Trash Removal Reimbursement following pickup after the event conclusion.

Insurance Requirements: All Renter(s) are required to submit a certificate of insurance naming **The Cumberland Farmers Club** (PO BOX 745, 197 Blanchard Rd. Cumberland ME 04021) as additional insured, providing a minimum of \$1,000,000.00 liability insurance valid date(s) of event which will include a description of your operation on the certificate.

Vendors: Any vendors participating in the event are required to submit the following information prior to set-up:

- **Insurance Requirements:** All vendors are required to submit a certificate of insurance naming **The Cumberland Farmers Club** PO Box 745, Cumberland ME 04021 as additional insured, providing a minimum of \$1,000,000.00 liability insurance valid the week of the fair which will include a description of your operation on the certificate. COI must be received PRIOR to Vendor set-up. No exceptions.
- **Maine State Sellers Certificate:** All vendors are also required to show proof of a valid Maine Sellers Certificate. Vendors will have to secure this license on their own. In order to open, Vendor must show proof of Maine Sellers certificate, or they will be in violation and **not allowed to open.**

Hold Harmless: Renter(s) and Participants agree to hold harmless and release the Cumberland Farmer’s Club and any officers, directors, employees, representatives and/or members from any and all losses, causes of action, liabilities, expenses and claims for damages (collectively “Claims”) that may now or in the future arise directly or indirectly from participation in connection with the Event and/or the condition of the property, facilities or equipment used for the Event, regardless of when, where or how such Claim may arise and regardless of whether caused by the negligence of the Released Parties or otherwise, including, without limitation, Claims relating to (i) any theft, loss or disappearance of property, (ii) bodily injury (fatal or non-fatal) and (iii) property damage.

Property Damage: Any damage to the Cumberland Fairgrounds property caused by participants will be the responsibility of the Renter.

Payment: To book your event, a **50% non-refundable deposit** is due upon signing of this agreement. The remaining balance is due no later than the first date of the event. For rentals arranged less than 60 days before the event date, full payment is due with the signed agreement.

Payable to: **Cumberland Farmer’s Club**

Deposit Amount: \$2250 Total Due (include Grounds Rental and CFC clean-up fee if applicable): **\$4500.00**

NOTE: these amounts do not include final billing for Dumpster pickup, nor any applicable camping fees.

Renter Representative: Name _____ Title _____

By your signature below, you assume the responsibility and agree to the requirements outlined above.

Signature _____ Date _____

Contact Information Cell Phone: _____ email: _____

Mailing Address _____

CFC Representative: Elizabeth Tarantino Title: Secretary

Signature:  _____ Date: 7/8/25

Cell Phone: 207.504.7032 email: cfcsecretary@maine.rr.com

Cumberland Farmer’s Club Contacts: President Ted Googins 207.318.2078 | VP/Treasurer Jeff Steinman 207.232.7892
Secretary Elizabeth Tarantino 207.504.7032

Cumberland Farmer’s Club PO BOX 745 Cumberland ME 04021

ITEM

26-032

To consider and act on moving the May 25th (Memorial Day) Town Council meeting to Tuesday, May 26th

No Materials

ITEM

26-033

To consider and act on moving the June 8th Town Council meeting to
June 15th due to Election Day

No Materials

BUDGET REPORT

REVENUES

TOWN OF CUMBERLAND
HISTORICAL ACTUAL REPORT
FY2026 PERIOD 10 OF 12

ACCOUNTS FOR:		PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV	%
001 General Fund		ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	CHANGE
011	Other Tax Revenues						
0011 0303	Motor Vehicle Excise Tax	\$ (1,950,637)	\$ (2,029,297)	\$ (2,266,983)	\$ (2,133,823)	\$ (2,500,000)	85.4%
0011 0304	IFW Excise Tax	(8,687)	(8,390)	(9,024)	(6,700)	(17,000)	39.4%
0011 0325	Supplemental Taxes	(3,251)	(7,606)	(1,700)	-	-	0.0%
0011 0328	Outer Islands Property Tax	(45,895)	(45,895)	(56,932)	(56,932)	(56,932)	100.0%
0011 0329	Payment in Lieu of Taxes	(38,967)	(20,133)	(20,884)	(17,203)	(40,265)	42.7%
TOTAL	Other Tax Revenues	(2,047,437)	(2,111,321)	(2,355,523)	(2,214,657)	(2,614,197)	84.7%
012	Licenses & Permits						
0012 0311	IFW Agent Fee	(260)	(1,211)	(1,383)	(1,383)	(1,200)	115.2%
0012 0312	Marriage Lic & Vital Records	(2,136)	(1,816)	(1,816)	(1,492)	(2,000)	74.6%
0012 0313	Birth Certificates	(1,469)	(1,179)	(1,399)	(1,454)	(1,400)	103.9%
0012 0314	Death Certificates	(1,948)	(1,738)	(2,528)	(2,734)	(1,500)	182.2%
0012 0315	Clerk Licenses	(3,810)	(3,349)	(3,940)	(2,308)	(3,500)	65.9%
0012 0316	Shellfish Licenses	(831)	(1,569)	(1,400)	(1,140)	(1,500)	76.0%
0012 0317	Conservation Fees	(199)	(16)	-	-	(100)	0.0%
0012 0334	Snowmobile Reg. Agent Fees	(181)	-	-	-	-	0.0%
0012 0361	Motor Vehicle Reg. Agent Fees	(26,943)	(26,639)	(30,937)	(27,221)	(30,000)	90.7%
0012 0362	Boat Reg. Agent Fees	(249)	-	-	-	-	0.0%
0012 0366	Building Permits	(140,444)	(119,946)	(154,850)	(124,804)	(150,000)	83.2%
0012 0367	Electrical Permits	(39,270)	(29,675)	(31,689)	(28,360)	(35,000)	81.0%
0012 0368	Plumbing Permits	(20,156)	(26,908)	(24,498)	(19,878)	(25,000)	79.5%
0012 0369	Other Permits	(361)	(293)	(345)	(351)	(500)	70.2%
0012 0383	ATV Reg. Agent Fees	(121)	-	-	-	-	0.0%
0012 0390	Misc. Revenue	(2,950)	(4,350)	(4,300)	(1,000)	-	0.0%
0012 0398	Application Fee	(2,250)	(1,050)	(1,100)	(1,125)	(1,000)	112.5%
0012 0401	Dog Reg. Clerk Fees	(1,269)	(605)	(703)	(856)	(650)	131.7%
0012 0404	Commercial Haulers License	-	(100)	(200)	-	-	0.0%
TOTAL	Licenses & Permits	(244,849)	(220,443)	(261,086)	(214,105)	(253,350)	84.5%
013	Intergovernmental Revenues						
0013 0331	State Revenue Sharing	(1,396,910)	(1,381,425)	(1,247,901)	(1,151,713)	(1,581,312)	72.8%
0013 0335	Local Rd Asst Prog	(72,216)	(142,248)	(147,668)	(166,376)	(140,000)	118.8%
0013 0341	North Yarmouth Recreation Shar	(40,528)	(23,208)	-	(5,684)	(11,367)	50.0%
0013 0342	North Yarmouth Library Share	(95,078)	(161,178)	(159,807)	(133,461)	(290,855)	45.9%
0013 0390	Misc. Revenue	-	(600)	(4,102)	-	-	0.0%
TOTAL	Intergovernmental Revenu	(1,604,732)	(1,708,659)	(1,559,478)	(1,457,234)	(2,023,534)	72.0%
015	Other Revenues						
0015 0305	Interest & Penalties	(17,057)	(9,663)	(8,857)	(16,107)	(10,000)	161.1%
0015 0306	Over/Short	612	782	7,466	(1,812)	-	0.0%
0015 0364	Growth Permits	(5,300)	300	(2,500)	(1,700)	(2,000)	85.0%
0015 0365	Board of Appeals	(100)	-	(200)	-	-	0.0%
0015 0379	Investment Earnings	-	-	(42,962)	(1,418)	-	0.0%
0015 0390	Misc. Revenue	(47,440)	(53,469)	(38,315)	(29,223)	(45,000)	64.9%
0015 0399	Staff Review Fee	(7,250)	(16,050)	(5,800)	(5,150)	(10,000)	51.5%
0015 0403	Mooring Fees	(15,578)	(14,134)	(20,489)	(13,610)	(25,000)	54.4%
0015 0410	Private Ways	(600)	(600)	(200)	(400)	-	0.0%
0015 0508	Impact Fees	(131,128)	(41,329)	(50,970)	(77,402)	(75,000)	103.2%
TOTAL	Other Revenues	(223,841)	(134,163)	(162,828)	(146,822)	(167,000)	87.9%
210	Police						
0021 0351	Police Issued Permits	(3,127)	(715)	(691)	(342)	(1,000)	34.2%
0021 0353	Police Insurance Reports	(442)	(666)	(908)	(910)	(500)	182.0%
0021 0390	Miscellaneous Police Revenue	(950)	(2,352)	(650)	-	(2,000)	0.0%
0021 0427	Parking Tickets	-	(50)	(300)	(560)	(100)	560.0%
0021 0536	Dog Licenses ACO Revenue	(2,735)	(2,414)	(1,717)	(3,221)	(1,800)	178.9%
0021 0546	Court Reimbursements	(972)	(300)	(550)	(100)	(500)	20.0%
0021 0620	Federal Grant revenue	(1,253)	-	-	-	-	0.0%

REVENUES

TOWN OF CUMBERLAND
HISTORICAL ACTUAL REPORT
FY2026 PERIOD 10 OF 12

ACCOUNTS FOR:		PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV	%
001 General Fund		ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	CHANGE
0211 0431	Outside Details	(17,279)	(28,518)	(26,177)	(34,808)	(1)	3480755.0%
TOTAL	Police	(26,758)	(35,015)	(30,993)	(39,941)	(5,901)	676.8%
220 Fire							
0022 0390	Misc. Revenue	-	-	(975)	-	-	0.0%
0022 0390	Fire Mini Grant	-	-	(22,181)	-	-	0.0%
0022 0504	Rescue Billing	(143,133)	(174,785)	(180,795)	(167,117)	(240,000)	69.6%
0022 0617	Donations Received	-	(2,000)	-	-	-	0.0%
0221 0431	Outside Details	(55,008)	(83,685)	(70,437)	(90,726)	-	0.0%
TOTAL	Fire	(198,141)	(260,470)	(274,387)	(257,843)	(240,000)	107.4%
260 Animal Control							
0261 1499	Shared Employee Reimbursements	(27,138)	(27,812)	(43,508)	(31,522)	(61,976)	50.9%
TOTAL	Animal Control	(27,138)	(27,812)	(43,508)	(31,522)	(61,976)	50.9%
310 Public Works							
0031 0390	Misc. Revenue	-	-	(3,808)	-	-	0.0%
0031 0391	Field Usage Fees	(3,883)	(4,125)	(5,022)	(4,930)	(4,000)	123.2%
0031 0517	Bags/Universal Waste	(245,057)	(259,232)	(271,206)	(204,691)	(250,000)	81.9%
0031 0539	Brush Passes	(15,377)	(20,707)	(14,799)	(7,097)	(20,000)	35.5%
0031 0617	Twin Brooks Donations	(534)	(500)	-	-	-	0.0%
0311 0431	Outside Details	(1,788)	(2,118)	(5,468)	(4,483)	-	0.0%
TOTAL	Public Works	(266,639)	(286,681)	(300,303)	(221,200)	(274,000)	80.7%
350 Valhalla-Recreation Ctr							
0035 0378	Soda Sales	(3,319)	(2)	(2,944)	(1,879)	(4,000)	47.0%
0035 0560	Rental Income	(6,750)	-	(10,613)	(2,974)	(10,000)	29.7%
0035 0565	Cell Tower Land Lease	(16,560)	-	(6,210)	(22,563)	(24,840)	90.8%
TOTAL	Valhalla-Recreation Ctr	(26,629)	(2)	(19,767)	(27,416)	(38,840)	70.6%
370 Valhalla-Pro Shop							
0037 0306	Over/Short	(16)	(27)	(15)	(3)	-	0.0%
0037 0357	Golf Memberships	(408,598)	(427,566)	(442,429)	(525,979)	(535,947)	98.1%
0037 0358	Greens Fees	(213,896)	(176,951)	(212,753)	(202,948)	(312,736)	64.9%
0037 0359	Golf Cart Rentals	(117,748)	(95,908)	(107,010)	(105,274)	(157,109)	67.0%
0037 0378	Soda Sales	-	(2,991)	-	(196)	-	0.0%
0037 0390	Misc. Revenue	-	-	-	(120)	-	0.0%
0037 0416	Practice Range	(7,123)	(383)	(4,867)	(6,780)	(8,000)	84.8%
0037 0417	VH Program Revenues	(102,269)	(100,358)	(115,259)	(105,991)	(102,500)	103.4%
0037 0419	Advertising Sales	(11,600)	(4,800)	(11,250)	(16,800)	(24,600)	68.3%
0037 0522	Outing Golf	(70,666)	(70,293)	(79,766)	(96,354)	(86,300)	111.6%
0037 0560	Rental Income	-	(5,042)	-	(3,350)	-	0.0%
0037 0565	Cell Tower Lease	(6,210)	(18,630)	(16,560)	-	-	0.0%
0037 0617	Donations Received	(240)	-	-	(400)	-	0.0%
TOTAL	Valhalla-Pro Shop	(938,365)	(902,947)	(989,909)	(1,064,195)	(1,227,192)	86.7%
410 Recreation							
0041 0440	After School Programs	(308,634)	(363,189)	(387,286)	(388,933)	(412,000)	94.4%
0041 0441	Youth Enrichment Programs	(129,581)	(152,874)	(155,743)	(141,060)	(157,000)	89.8%
0041 0441	Youth Summer Enrichment Rev	(101,715)	(136,411)	(199,916)	(87,166)	(135,000)	64.6%
0041 0442	Youth Sports Programs	(173,708)	(185,797)	(221,604)	(214,372)	(213,000)	100.6%
0041 0443	Skiing Programs	(54,539)	(55,725)	(53,391)	(72,354)	(54,000)	134.0%
0041 0444	Day Camps	(313,882)	(369,781)	(434,835)	(495,844)	(420,000)	118.1%
0041 0445	Swimming Programs	(70,063)	(80,309)	(81,846)	(77,206)	(84,000)	91.9%
0041 0446	Adult Enrichment Revenue	(25,985)	(20,336)	(13,816)	(11,229)	(20,000)	56.1%
0041 0447	Adult Fitness Revenue	(56,848)	(74,320)	(71,549)	(70,377)	(76,000)	92.6%
0041 0448	Special Events/Trips Revenues	(3,792)	(7,481)	(9,586)	(8,671)	(10,800)	80.3%
0041 0449	Recreation Programs	-	(100)	-	-	(1,995)	0.0%
0041 0570	Rec Soccer Revenue	(37,771)	(40,282)	(41,462)	(38,595)	(44,000)	87.7%

REVENUES

**TOWN OF CUMBERLAND
HISTORICAL ACTUAL REPORT
FY2026 PERIOD 10 OF 12**

ACCOUNTS FOR:		PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV	%
001 General Fund		ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	CHANGE
0041 0571	Rec Ultimate Frisbee Revenue	(12,305)	(18,470)	(11,021)	(10,435)	(16,500)	63.2%
0041 0606	CPR/First Aid Revenues	(2,965)	(1,187)	(2,788)	(1,760)	(1,500)	117.3%
TOTAL	Recreation	(1,291,788)	(1,506,260)	(1,684,840)	(1,618,002)	(1,645,795)	98.3%
440 West Cumberland Rec							
0044 0377	Hall Rental	(1,375)	(2,910)	(1,925)	(1,725)	-	0.0%
TOTAL	West Cumberland Rec	(1,375)	(2,910)	(1,925)	(1,725)	-	0.0%
450 Library							
0045 0394	Misc. Library Revenue	(763)	(1,072)	(824)	(51)	-	0.0%
TOTAL	Library	(763)	(1,072)	(824)	(51)	-	0.0%
TOTAL REVENUES		\$ (35,935,836)	\$ (41,386,882)	\$ (40,595,176)	\$ (42,708,468)	\$ (43,455,551)	98.3%

EXPENSES

**TOWN OF CUMBERLAND
HISTORICAL ACTUAL REPORT
FY2026 PERIOD 10 OF 12**

ACCOUNTS FOR:		PRIOR YR3	PRIOR YR2	LAST YR	CURRENT YR	CY REV	%
001 General Fund		ACTUALS	ACTUALS	ACTUALS	ACTUALS	BUDGET	CHANGE
130	Administration	\$ 535,116	\$ 554,868	\$ 685,882	\$ 643,341	\$ 765,463	84.0%
140	Assessor	96,275	103,516	77,886	76,370	104,525	73.1%
150	Town Clerk	293,022	270,141	294,180	270,678	350,462	77.2%
160	Technology	263,201	299,980	338,596	385,086	380,035	101.3%
165	Elections	38,749	40,853	32,305	32,727	53,460	61.2%
170	Planning	61,344	57,989	71,200	80,369	96,521	83.3%
190	Legal	28,995	46,215	52,505	73,044	47,500	153.8%
210	Police	1,365,902	1,501,930	1,593,753	1,564,647	2,055,640	76.1%
220	Fire	975,611	1,170,214	1,352,968	1,314,412	1,717,746	76.5%
240	Code Enforcement	132,125	138,569	139,066	135,567	178,705	75.9%
250	Harbor Master	11,032	20,709	18,585	18,542	25,800	71.9%
260	Animal Control	73,250	48,819	88,192	85,240	110,163	77.4%
310	Public Works	1,159,850	1,145,876	1,259,095	1,253,048	1,436,769	87.2%
320	Waste Disposal	589,344	616,207	580,693	670,563	953,418	70.3%
350	Valhalla-Recreation Ctr	36,535	35,792	52,744	62,592	69,425	90.2%
360	Valhalla-Course	483,681	500,864	533,057	558,405	769,037	72.6%
370	Valhalla-Pro Shop	210,278	245,253	271,142	379,947	417,951	90.9%
410	Recreation	1,039,891	1,329,498	1,333,125	1,285,324	1,642,570	78.3%
420	Active Living 55+	43,043	66,751	126,695	122,060	151,960	80.3%
430	Parks	342,725	277,047	348,106	380,349	468,428	81.2%
440	West Cumberland Rec	7,501	3,862	7,175	14,129	9,959	141.9%
450	Library	514,843	661,084	656,532	650,900	881,912	73.8%
470	Historical Society Building	8,760	3,544	4,729	8,605	11,186	76.9%
580	General Assistance	8,741	38,823	23,160	18,333	42,000	43.7%
590	Health Services	3,151	3,141	3,136	2,977	3,893	76.5%
620	Cemetery Association	28,035	29,437	32,181	33,726	32,454	103.9%
630	Conservation	41,090	71,154	58,747	69,141	80,000	86.4%
650	Debt Service	996,593	1,807,106	1,425,629	1,382,201	1,224,305	112.9%
750	Insurance	507,400	489,172	613,510	610,914	658,168	92.8%
800	Fire Hydrants	67,278	91,936	82,241	78,507	98,622	79.6%
810	Street Lighting	49,500	5,230	54,450	58,040	58,040	100.0%
830	Contingent	2,428	5,673	15,500	-	10,000	0.0%
840	Municipal Building	109,438	80,713	153,602	144,298	165,241	87.3%
850	Abatements	27,942	304,535	12,193	12,564	1	1256404.0%
860	MSAD #51	18,209,766	21,178,556	20,747,357	22,230,806	26,676,967	83.3%
890	County Tax	1,009,811	1,189,045	1,291,191	1,389,687	1,389,687	100.0%
910	Capital Reserves	591,500	13,700	966,000	887,508	887,508	100.0%
TOTAL EXPENSES		\$ 29,963,746	\$ 34,447,864	\$ 35,397,109	\$ 36,984,649	\$ 44,025,521	84.0%