AGENDA
CUMBERLAND TOWN COUNCIL MEETING
Town Council Chambers, 290 Tuttle Road
Monday, November 27, 2006
7:00 p.m. – CALL TO ORDER

I. APPROVAL OF MINUTES
November 13, 2006 and November 20, 2006 Workshop

II. MANAGER’S REPORT
- Report re: meeting with MDOT Traffic Engineer re: Route 100
- Snowmobile use at Val Halla – limited to defined trail(s)
- Intersection of Blanchard & Orchard Roads
- Blanchard Road reconstruction and MDOT funding – delay to road work (not waterline work)

III. PUBLIC DISCUSSION

IV. LEGISLATION AND POLICY

06 – 156. Public hearing to consider and act on a five year extension of the Cable TV Franchise Agreement with Time Warner Cable.

06 – 185. Public hearing to consider and act on the Auto Graveyard/Junkyard Permit for Greenlaw Salvage, 1 Longwoods Road.

06 – 188. Public hearing to consider and act on a five year equipment lease/purchase for Val Halla Golf Course.


06 – 190. Receive and forward a request from David Swan for property located at 317 Main Street to the Planning Board for review and recommendation. TABLED TO 12/11

06 – 191. Approve the initial appointment of Finance Director Alex Kimball and IT/Communications Director Michael Crosby.

06 – 192. Set date to consider and act on request for abatement of 2005 property taxes for Andrew Todd, Map I03, Lot 84.

V. NEW BUSINESS

VI. ADJOURNMENT

REBROADCAST SCHEDULE ON REVERSE
MINUTES
CUMBERLAND TOWN COUNCIL MEETING
Town Council Chambers, 290 Tuttle Road
Monday, November 13, 2006

7:00 p.m. – CALL TO ORDER

Present: Chairman Moriarty, Councilors Damon, Storey-King, Turner, Stiles and Porter.
Excused: Councilor Copp.

I. APPROVAL OF MINUTES

October 23, 2006

Motion by Councilor Porter, seconded by Councilor Stiles, to accept the minutes as amended.
VOTE: UNANIMOUS PASSAGE (6-0)

II. MANAGER’S REPORT

• Election results – Manager Shane displayed the local election results via a power point presentation and congratulated Councilor Damon on her well run campaign. He received many positive comments on the campaign between Meredith Strang Burgess and Donna Damon. The TABOR question passed by a six vote margin on the mainland and failed on the Island by a 46 vote margin. The town as a whole voted 50.5 to 49.5 opponent to the TABOR issue. The Charter Amendments passed as well as the SAD 51 referendum. He thanked all the staff for working hard to make the election a success.

• Road paving Plan-Workshop Nov. 20th – Public Works Director, Adam Ogden has been working on a plan with Manager Shane that will outline a schedule for improving the roads in the community.

• Circuit Breaker Plan-Workshop – Nov. 20th – The Sub-committee, comprised of Councilors Stiles, Storey King and Copp, will present a plan for tax relief for the senior residents.

• David Swan will present a plan for senior housing at a property located at 317 Main Street at the November 20th workshop as well.

• Manager Shane met with Time Warner Cable and finalized a five year extension of the franchise agreement and asked the Council to set a public hearing date for November 27, 2006 to approve the contract.

• Meeting with Planning Board to review CIP – Dec. 5th

Motion by Councilor Porter, seconded by Councilor Stiles, to set a public hearing date of November 27, 2006 to consider and act on a five year extension of the Cable TV Franchise Agreement with Time Warner Cable. VOTE: UNANIMOUS PASSAGE (6-0)

III. PUBLIC DISCUSSION

None

IV. LEGISLATION AND POLICY

06 – 182. To hold a public hearing to consider and act on a Wharfing Out Permit for a wharf application for property located at 23 West View Road, Chebeague Island, Map 104, Lot 90B.

Manager Shane stated that about one year ago a moratorium was placed on Piers, Docks, Floats and Wharves due to a number of applications, mainly for structures on Chebeague Island, coming before the Planning Board where no one on the Island had knowledge of these applications. The Coastal Waters Commission worked on an ordinance that is
now in place that requires additional public process and posted notification. A site walk was conducted on Sunday, November 5, 2006 and a public hearing was held on Wednesday November 8, 2006. A small number of residents from the Island participated along with the representatives for the applicants. The hearing consisted of discussion in two parts. Lew Incze, Chairman of the Coastal Waters Commission was present to discuss the application and findings of the public hearing with the Council and Carter Becker and Kathleen Keegan were present to answer any questions as well. Mr. Incze stated that the first part of the discussion related to the pier, ramp and float and the second part related to a storage ‘ways’. The first part of the application was generally supported and the Commission members voted to recommend approval of this portion. The second portion of the application concerning the storage ‘ways’ was withdrawn after discussion of legal questions relating to ownership rights of the land and the unsightly nature of the structure.

Chairman Moriarty opened the public hearing.

Councilor Stiles asked Councilor Damon if she had any thoughts as to the small turnout of residents to the meeting. Councilor Damon mentioned there were two other meetings that night and she was surprised that the turnout was small. She received calls from people about the meeting.

Motion by Councilor Porter, seconded by Councilor Stiles, to approve a Wharfing Out Permit for property located at 23 West View Road, Chebeague Island, Map 104, Lot 90B conditioned upon Planning Board approval of a wharf application.

Discussion:

Councilor Damon had researched the deed for this particular property per the request of Manager Shane. After reading the language of the original deed she thought that the land owners probably did not have any rights in the inter-tidal zone. Later on there was a deed that was executed ‘by the sea’. Councilor Damon also provided a history of a property Rufus Soule conveyed to the Chebeague Park Association in 1909. Three parcels are referenced in this conveyance and Mr. Soule mentions reserving rights of way for those properties.

Chairman Moriarty closed the public hearing.

Councilor Damon moved to amend the motion to approve the application with the plan being redrawn to include elevation numbers and applicant contact the neighbors for interest in a community dock.

Manager Shane explained that the ordinance encourages neighbors to consider community docks but does not mandate it. He also suggested to Carter Becker that the application include elevation numbers for the structure and waterlines prior to submission to the Planning Board.

Councilor Damon’s motion failed for lack of a second.

Chairman Moriarty called for a vote on the original motion.

VOTE: UNANIMOUS PASSAGE (6-0)

This item will appear on the December Planning Board agenda.

06-183. To hold a public hearing to consider and act on a Consent Decree for property located at 12 Pine Ridge Road, Map U01-A, Lot 23.

Manager Shane reviewed what the Council discussed at the October 23, 2006 meeting. The owner had agreed to pay all the legal fees. Code Enforcement Officer, Bill Longley recommended approval of the consent agreement.

Councilor Moriarty opened the public hearing.

Councilor Turner asked if the discrepancy was for just a half a foot. This was confirmed.
Councilor Storey-King asked Bill Longley how many other cases like this existed in the community. Mr. Longley did not have an answer for this question. He said that “due to the technology that exists today as opposed to years ago, more and more of these are being found”.

Councilor Turner asked if some of these come before the Board of Appeals. (New Construction) He hasn’t seen any in Cumberland but has in Yarmouth.

Councilor Porter stated that the protection is being given to the property owner.

Councilor Damon asked if things like septic systems in deeded right if ways are being addressed as well. The inspectors rely upon documentation from the site evaluator. If this is misrepresented the town would not have a way of knowing that. Mr. Longley said that would be a civil matter between property owners.

There being no further discussion Chairman Moriarty closed the public hearing.

Motion by Councilor Stiles, seconded by Councilor Porter, to approve a Consent Decree for property located at 12 Pine Ridge Road, Map U01-A, Lot 23, owned by William N. and Lynn C. Mitchell.
VOTE: UNANIMOUS PASSAGE (6-0)

06 – 184. To hold a public hearing to consider and act on an Auto Graveyard/Junkyard Permit for Cumberland Salvage, 40 Blackstrap Road.

Manager Shane said that Mr. Copp was present to answer and questions and explained that the application was complete and staff recommended approval.

Chairman Moriarty opened the public hearing.

Code Enforcement Officer Bill Longley had provided a memo stating that he did an onsite inspection and found the operation was neat and orderly.

There being no further discussion Chairman Moriarty closed the public hearing.

Motion by Councilor Stiles, seconded by Councilor Turner, to approve an Auto Graveyard/Junkyard Permit for Cumberland Salvage, 40 Blackstrap Road for the period of October 2006 through 2007.
VOTE: UNANIMOUS PASSAGE (6-0)

06 – 185. To hold a public hearing to consider and act on an Auto Graveyard/Junkyard Permit for Greenlaw Salvage, 1 Longwoods Road.

Manager Shane said he met with Mr. Greenlaw prior to the meeting and would provide the Council with additional information proving the operation is a viable business and asked that the item be tabled until the next regular Council meeting.

Motion by Councilor Porter, seconded by Councilor Stiles, to table item 06-185 until November 27, 2006.
VOTE: UNANIMOUS PASSAGE (6-0)

06 – 186. To hold a public hearing to consider and adopt the revised MMA Model General Assistance Appendixes A-C for the period of October 1, 2006 through October 1, 2007.

Manager Shane explained that this is an annual requirement by the State and recommends approval.

Motion by Councilor Storey-King, seconded by Councilor Turner, to adopt the revised MMA Model General Assistance Ordinance and Appendixes A-C for the period of October 1, 2006 through October 1, 2007.
VOTE: UNANIMOUS PASSAGE (6-0)
06 – 187. To set a Public Hearing date of November 27, 2006 for a five year Lease Purchase agreement for equipment for Val Halla Golf Course.

Manager Shane explained that there is a line item in the Val Halla budget for capital outlay for improvements in the amount of about $25,000. He is requesting that these funds be used to upgrade the equipment at the golf course and explained that any lease purchase agreement requires Council action.

Motion by Councilor Porter, seconded by Councilor Stiles, to set a public hearing date of November 27, 2006 to consider and act on a five year equipment Lease Purchase agreement for Val Halla Golf Course.

VOTE: UNANIMOUS PASSAGE (6-0)

V. NEW BUSINESS

Councilor Damon – Said she would excuse herself from the executive session as it pertains to matters of Chebeague Island. She noted that Thursday, November 16th would be opening night for “42nd Street” at the high school and encouraged people to get their tickets early. She commended the fire department on a well handled situation during an accident at the intersection of Tuttle Road and Main Street. She congratulated Meredith Strang Burgess on her win and wished her well. She shared what she had learned while campaigning for office: The town is inhabited by kind people; residents watch the meetings on TV; amazed at the number of dogs in town; felt there was an opportunity for the Council members to go door to door and talk to the residents; there is more diversity than she thought and feels the town needs to honor that; Thinks the town needs to bring West Cumberland and the Foreside into the fold; She found there was some confusion regarding the Charter amendments throughout the town; You can run an informed campaign for around $500.00; Political Action Committees can take out ads against someone and there is no recourse.

Councilor Storey-King – Conveyed thanks from Harland Storey to the voters for the passage of the compensation amendment to the Charter.

Councilor Turner – Was very impressed with the election process with special emphasis on the direction from Town Clerk Nadeen Daniels.

Chairman Moriarty – Echoed the other Councilors comments and also thanked Manager Shane and Nadeen Daniels. He thanked the voters for passing the Charter amendment question regarding the Chebeague Island seat. He asked Manager Shane for an update regarding a pumping station at the fairgrounds. Manager Shane said that they have reached an impasse and that the town will begin the search for other possibilities. He will keep the Council posted.

Councilor Stiles – Noted the letter complimenting Steve Googins of the Public Works department and thought it was great to get letters like that from the public. He announced that the Greely High School Girls Volleyball team won their 4th State championship. He also noted that Val Halla was touted as one of the “Best places to Golf” by Golf Digest and mentioned that with the upcoming winter season snowmobiles are encouraged to stay on the designated trails. The town has invested in the tees and greens and snowmobiles can cause damage of these areas. The snowmobile club had offered to designate the trails with fencing.

Councilor Porter – Said it was nice to see former Town Clerk Klara Norton working at the election and said that Tammy O’Donnell, Anne Brushwein, and Debbie Flanigan performed well dealing with record turnouts. He added that thanks should be given to John Aromando for heading the facilities task force for the SAD referendum and being upfront through the whole process. He wanted the public to know that the Community Action Foundation released its Poverty in Maine study. He said poverty appears to be increasing. He was surprised at the numbers of people in this community that are living below the poverty line and the numbers that qualify for the circuit breaker tax relief who are not applying. He mentioned the Board and Committee appointments coming up at the end of the year and the Lion’s Club annual citrus sale. This fundraiser supports Cumberland/North Yarmouth Seniors going off to college.

Councilor Stiles mentioned that he voted by absentee ballot and encouraged residents to utilize this method to vote.
Manager Shane – mentioned that he would be meeting with Steve Landry the State traffic engineer to look at the Rte. 100/Blackstrap Road intersection at 9:00 am Wednesday, November 15, 2006 along with Steve Moriarty and Jeff Porter and other members of the Council. On Wednesday, November 29th there will be a neighborhood meeting regarding a speed reduction request. The traffic study has been completed and reviewed at that meeting.

Councilor Damon asked if Manager Shane had heard anything about the detour resulting from replacement of the bridge on Rte. 100 and wondered of this should be brought up when they meet with the traffic engineer. He said he had not heard anything else and thought that the engineer would not have any say in the situation because it was a bridge division issue.

VI. EXECUTIVE SESSION – Pursuant to Title 1, MRSA, § 405 (D) re: negotiation of contracted services for Chebeague Island.

Per request of Town Attorney Ken Cole the citation was changed to C from D because D refers to labor contracts.

Motion by Councilor Porter, seconded by Councilor Stiles, to recess to Executive Session, pursuant to 1 MRSA, Section 405(6) C re: real estate disposition.
VOTE: UNANIMOUS PASSAGE (6-0)
TIME: 8:18 p.m.

Motion by Councilor Stiles, seconded by Councilor Turner, to return from Executive Session.
VOTE: UNANIMOUS PASSAGE (5-0) (Councilor Damon not present)
TIME: 8:52 p.m.

VII. ADJOURNMENT

Motion by Councilor Stiles, seconded by Councilor Turner, to adjourn.
VOTE: UNANIMOUS PASSAGE (5-0) (Councilor Damon not present)
TIME: 8:53 p.m.

Respectfully submitted,

Nancy L. Stroud
Executive Assistant
Five Year extension of the Cable TV Franchise Agreement with Time Warner Cable

06-154
STATE OF MAINE
TOWN OF CUMBERLAND

RENEWAL CABLE TELEVISION FRANCHISE ISSUED TO
TIME WARNER ENTERTAINMENT COMPANY, L.P.
INTRODUCTION

WHEREAS, Time Warner Entertainment Company, L.P., doing business as Time Warner Cable New England, (hereinafter "Franchisee" or "Time Warner Cable") is the duly authorized holder of a franchise to operate a Cable System in the Town of Cumberland, Maine (hereinafter the "Town").

WHEREAS, there has been an opportunity for public comment, and both parties conducted ascertainment regarding the future cable-related needs of the community, as required by Section 626(h) of the Cable Communications Policy Act;

WHEREAS, the Town Council, as the Franchising Authority, finds that the renewal of Franchisee's franchise is appropriate in light of its past performance and its renewal proposal with the parties having negotiated a mutually beneficial renewal framework as set forth in this Renewal Franchise;

NOW THEREFORE, after due and full consideration, the Franchising Authority and Franchisee agree that this Renewal Franchise is issued upon the following terms and conditions, as set forth herein.
First Movie Channel $11.95/month
Each Additional Movie Channel Including Starz! $7.95/month

**Premiums On Demand**

HBO On Demand, Cinemax On Demand, Showtime On Demand, and The Movie Channel On Demand are included with your subscription to the corresponding premium channel. (effective 12/19/05)

**Sports Packages**

INDEMAND Sports Packages
ESPN FULL COURT, NASCAR IN CAR, MLB EXTRA INNINGS, ESPN GAMEPLAN, MLS DIRECT KICK, NHL CENTER ICE, NBA LEAGUE PASS

**Pay-Per-View Movies & Events**

Channels 300 - 309 $3.95/movie**
335 - 339 (Adult PPV - Parental Control is strongly advised) $10.95/Adult Movie**

**Adult On Demand**
Channel 340, 901 $10.95/movie
Parental Control is strongly advised

**Other Monthly Prices**

Non-Addressable Converter $ .58 $ .55
Addressable or Digital Converter $7.65 No Change
Remote $ .30 No Change
Cable Card $1.75 No Change

**One Time Charges**

Unwired Installation $47.21 $44.83
Pre-wired Installation $33.05 $30.34
Additional Outlet @ Install $18.65 $19.99
Additional Outlet Separate Trip $32.92 $31.97
Upgrade to Standard or Above $18.65 $19.99
Non-Pay Reconnect $33.05 $30.34
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Special equipment and additional charges may apply for certain services.
ARTICLE 1
DEFINITIONS

Section 1.1 - DEFINITIONS

For the purpose of this Franchise, the following words, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular and words in the singular number include the plural. The word "shall" is always mandatory and not merely directory.

Access Channel - A video programming channel which Franchisee makes available to the Franchising Authority without cost to the User or Town for the purpose of transmitting non-commercial programming by Town department and agencies, schools and educational, institutional and other non-profit organizations, subject to and in accordance with 47 U.S.C. 531 and the terms herein.

Access Designee: The entity or entities, or person(s) as may be designated by the Franchising Authority, and pursuant to the terms herein, for the purpose of operating and managing the Access channel on the cable television system in accordance with 47 United States Code 531 and the terms herein.


Cable Service: The transmission to subscribers of video programming or other programming services, together with subscriber interaction, if any, which is required for the selection or use of such programming which Franchisee may make available to subscribers generally, in accordance with the Cable Act.

Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide
Cable Service which includes video programming and which is provided to multiple subscribers within the Town.

**Channel:** A band of frequencies in the electromagnetic spectrum, or any other means of transmission (including without limitation, optical fibers or any other means now available or that may become available), which is capable of carrying a composite video signal.

**Town:** The Town of Cumberland, Maine, a body corporate and politic located in Cumberland County in the State of Maine.

**Downstream Channel:** A channel over which signals travel from the Cable System headend to an authorized recipient of programming.

**Effective Date:**

**FCC:** The Federal Communications Commission, or any successor agency.

**Franchisee:** Time Warner Entertainment Company, L.P., doing business as Time Warner Cable New England, or any successor or transferee in accordance with the terms and conditions in this Franchise.

**Franchising Authority:** The Town Council of the Town of Cumberland, Maine.

**Gross Annual Revenues:** All revenue received by Franchisee from operation of the Cable System to provide Cable Service within the Town of Cumberland, including but not limited to subscriber cable service charges, installation revenues (including, among other things, reconnection and second set), equipment charges, advertising revenues as prorated to include those attributable to Cumberland, home shopping revenues and any other revenues from the operation of the cable television system to provide Cable Service in the Town of Cumberland; provided, however, that gross annual revenues shall not include franchise fees, and to the extent consistent with Generally Accepted Accounting Principles, adjustments to cash receipts and non-operating cash receipts for bad debts, refunds, credit adjustments, returned checks and asset sales when such sales do not occur in the ordinary course of business.

**Leased Access Channel:** Any channel available for lease for programming by persons other than Franchisee subject to and in accordance with 47 U.S.C. 532.

**Local Origination:** Local programming produced by the Franchisee and/or its staff.
Public Ways: The surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parkways and ways that are in the nature of streets and roads or any other easements or rights of way dedicated for compatible uses, and other publicly owned real ways within or belonging to the Town now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose without generally applicable legally required permits, or that the Franchisee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

Upstream Channel: A channel over which signals travel over the Cable System to the headend from a remote point of origination.

**ARTICLE 2**

**FRANCHISE TERM**

This Franchise shall commence upon the effective date of [DATE] and shall expire five years thereafter on [DATE] unless renewed, revoked or terminated sooner as herein provided. The agreement shall automatically extend for five (5) additional years unless one party notifies the other that it does not wish to extend at least six (6) months prior to the expiration date.

In the event any change to local, state or federal law occurring during the term of this Franchise eliminates the requirement for any persons desiring to construct, operate or maintain a cable system, or other system cable of providing video services, in the Town to obtain a franchise from the Town for the construction, operation or maintenance of a cable system, then, at Grantee's sole option, Grantee shall have the right immediately to terminate this Franchise. If Grantee chooses to terminate this Franchise pursuant to this provision, this Franchise shall be deemed to have expired by its terms on the effective date of any such change in law, whether or not such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.
Furthermore, in the event any change to local, state or federal law occurring during the term of this Franchise materially alters the regime of cable franchising applicable to any persons desiring to construct, operate or maintain a cable system, or other system capable of providing video services, in the Town in a way that reduces the regulatory or economic burdens for such persons, then, at Grantee’s sole option, Grantee shall have the right immediately to amend this Franchise to take advantage of such regime change to similarly reduce the regulatory or economic burdens on Grantee.

It is the intent of this section that, at Grantee’s election, Grantee shall be subject to no more burdensome regulation under this Franchise than any other persons that might construct, operate or maintain a cable system, or other system capable of providing video services, in the Town.

ARTICLE 3
SYSTEM DESIGN, CONSTRUCTION AND OPERATION

Section 3.1 - AREA TO BE SERVED

(a) The area to be served shall continue to be the entire Town of Cumberland and franchisee shall make service available to all unserved areas within the Town where the density of homes is twenty or more homes per mile as measured from franchisee’s existing distribution system. Cable Service shall continue to be available on every street where dwellings currently have Cable Service available, provided that the Franchisee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Federal Cable Communications Act of 1984 and on reasonable terms and conditions.

(b) Provided Franchisee has reasonable prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame.
Section 3.2 - SUBSCRIBER NETWORK

(a) The Franchisee shall continue to make available to all subscribers of the Town a minimum seven hundred fifty Megahertz (750 MHz) Cable System, fed by means of a fiber-optic transportation cable network, fully capable of carrying at least one hundred and ten (110) video channels in the downstream direction and return feed capability. Said 750 MHz Cable System shall be designed for not less than 550 MHz, or its equivalent, of video transmissions, with 200 MHz reserved for future digital or analog two-way transmissions, with the allocation of the analog and digital bandwidth within the 750 MHz may be subject to change at the discretion of the Franchisee.

(b) The Franchisee shall not remove any television antenna of any subscriber but shall offer a device to allow subscribers to choose between cable and non-cable television reception.

(c) The Cable System shall be technically capable of transmitting Town-specific access programming and Franchisee's commercial programming, provided however, Franchising Authority acknowledges it has no rights nor ability to mandate Franchisee's specific programming, however Franchising Authority reserves its rights with respect to access programming and such other programming as may be permitted by law.

Section 3.3 - SERVICE TO RESIDENTIAL DWELLINGS: STANDARD DROP

The Franchisee shall make its service available to residential (non-commercial) dwelling units in the service area in the Town regardless its geographical location, subject to Section 3.1 above. Installation costs shall be nondiscriminatory except that an additional charge for time and materials may be made for customized installation within a subscriber's residence or except when Franchisee is engaged in marketing promotions. Any dwelling unit within one hundred fifty feet (150 ft.) of the cable plant and capable of an aerial installation shall be entitled to a standard installation rate, however, Franchisee may reasonably charge subscribers for nonstandard and customized installations. Subscribers may be charged for drops in excess of the standard footage for materials and labor, and upon request, subscribers shall be provided an itemized cost estimate for the same prior to acceptance of the terms for such non-standard drop.
Section 3.4 - SERVICE TO SCHOOLS AND PUBLIC BUILDINGS

(a) Franchisee shall provide, free of charge, one (1) drop, outlet and the Standard Service Package (for video) if said Standard Service Package is available in the community, to public, state accredited schools and municipal buildings along its cable routes located within 150 feet of the Cable System and capable of aerial installation or through access to a reasonably available and usable existing conduit system (where said existing conduit system is available at no charge) upon written request of the Franchising Authority.

(b) Any locations in schools in Cumberland and municipal buildings which have been wired by Franchisee for service and provided service at no charge or where service outlets were installed by Franchisee, shall continue to receive such activated outlets of service as already provided at no charge.

(c) All future newly constructed public, state accredited schools and municipal buildings shall be provided with the standard drop (referenced in Section 3.4(a)) for the Standard Service Package, subject to such Standard Service Package being available to the community, following consultation with the Town or its designee as to location.

(d) If necessary to receive the Standard Service Package, subject to said Standard Service Package being available within the community, Franchisee will continue to provide a converter to existing classrooms having converters at no charge to the Town, however, in the event of vandalism, neglect or theft, the Town shall be responsible for replacing same.

Section 3.5 - STANDBY POWER

The Franchisee shall maintain a minimum of twenty-four (24) hours standby power at the headend facility. Upon written request by the Franchising Authority or by its designee, Franchisee shall furnish evidence to the Franchising Authority on an annual basis that such standby power has been tested annually and is in good repair.

Section 3.6 - TREE TRIMMING
In the installation, maintenance, operation and repair of the poles, cables wires and all appliances or equipment of the Cable System, the Franchisee shall avoid unnecessary damage to trees whether on public or private property in the Town and shall cut or otherwise prune such trees only to the least extent necessary. No cutting of trees on Town property shall occur except upon a permit in writing from the Town Tree Warden or other person designated by the Town or Department of Public Works (or Highway Department if applicable), provided that such permit is a requirement of general applicability and not specific to Franchisee or cable television operators. Franchisee shall make its best effort to secure the permission of the property owner prior to reasonable tree trimming, and in any event, shall be subject to generally applicable local ordinances or by-laws, if any, with respect to tree-trimming on public or private property.

Section 3.7 - UNDERGROUND WIRING OF UTILITIES

In areas of the Town having both telephone lines and electric utility lines underground, whether required by ordinance or not, Franchisee's cable and wires shall be installed underground. Franchisee shall comply with all applicable state and generally applicable municipal laws and regulations concerning "dig-safe" requirements and laws and ordinances of general applicability concerning street openings, street restoration, traffic management and other procedures and requirements pertaining to obtaining such street permits and permits that may be generally required for work or locating new plant under, on or over the public way. In the event Franchisee is provided reasonable notice of the excavation or trenching of a public way for purposes of conduit and/or equipment installation, it shall be Franchisee's obligation to locate its conduit and equipment in said excavation or trench where possible (and other utilities, not including water and sewer, are subject to same obligation with respect to use of said excavation or trench), and in any event to respond in writing to such notice within twenty-one days as to whether such underground conduit and equipment locations are possible. If the Franchising Authority reimburses any other participating utility (other than water and sewer) for relocating its facilities, Franchisee shall be similarly reimbursed.

Section 3.8 - PEDESTALS AND VAULTS
In any cases in which vaults housing devices or pedestals or other street surface structures are to be utilized, in the Town Public Ways or within the Town public layout, such equipment must be in accordance with generally applicable Town or Public Works Department, or similar department, laws or regulations; at Town approved locations to be determined when Franchisee applies for applicable permits or authorizations, as may be authorized by the Town subject to requirements of general applicability. In any event, Franchisee will comply with Town ordinances or by-laws and regulations of general applicability with respect to the foregoing.

Section 3.9 - PRIVATE PROPERTY

Franchisee shall be subject to all generally applicable laws, ordinances or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable System in the Town. Franchisee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 3.10 - RESTORATION TO PRIOR CONDITION

Whenever the Franchisee takes up or disturbs any pavement, surface, sidewalk or other improvement of any private way, Public Way or public place, it shall be replaced and the surface restored in as good condition as before entry as soon as possible, subject to the approval and in accordance with the requirements of the Town’s Department of Public Works (or Highway Department if applicable) or their designee. If the Franchisee fails to make such restoration within a reasonable time, the Town may fix a reasonable time and notify the Franchisee in writing of the restoration required and the time fixed for performance. Upon failure of the Franchisee to comply within the time specified, the Town may cause proper restoration and repairs to be made and the reasonable expense of such work as itemized shall be paid by the Franchisee upon demand by the Town.

Section 3.11 - COOPERATION WITH BUILDING MOVERS

The Franchisee shall, upon thirty (30) days request of any person holding an appropriate permit issued by the Town, temporarily raise or lower its lines to permit the
moving of any building or other structure, so long as other comparable utilities are subject to similar requirements. The expense of such raising or lowering shall be borne by party requesting such relocation unless otherwise mandated by applicable state or federal law.

Section 3.12 - RELOCATION OF FACILITIES

The Franchisee shall, at its expense, temporarily or permanently relocate any part of the Cable System when required by the Town for reasons such as traffic, public safety, street construction, installation of sewers, drains, water pipes, power or signal lines or setting of new or replacement utility poles. In this respect, the Franchising Authority shall treat Franchisee and other affected utilities in a non-discriminatory manner. If any utility (not including sewer and water) is reimbursed for such relocation, Franchisee shall be similarly reimbursed.

Section 3.13 - SERVICE INTERRUPTION; REBATES

Franchisee shall endeavor to interrupt service for the purpose of repairing, upgrading or testing the Cable System only during periods of minimum use, except when required for exigent technical reasons. Rebates for service interruptions shall be in accordance with Section 7.5 of this Renewal Franchise and applicable law, including FCC customer service regulations.

Section 3.14 - CONSTRUCTION AND MAINTENANCE STANDARDS

(a) The Franchisee shall construct and operate a Cable System and render service to subscribers consistent with all generally applicable federal, state and local regulations during the term of this Franchise. In addition, the construction, maintenance and operation of the Cable System for which this Franchise is granted shall therefore be in conformance with, the applicable provisions of the National and Maine Electrical Codes, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Administration (OSHA) and the FCC. Upon written request of the Franchising Authority, copies of any technical performance tests that may be required under FCC rules and regulations shall be submitted to the Town.
(b) All structures, lines, equipment, and connections in, over, under, and upon streets, sidewalks, alleys, and Public Ways and places of the Town, wherever situated or located, shall at all times be kept and maintained in a safe condition and in good order and repair.

Section 3.15 - RIGHT OF INSPECTION

(a) In the event the Franchising Authority reasonably suspects non-compliance with Cable System construction and maintenance terms of this Franchise, the Franchising Authority or its designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this Franchise and to make such tests as it shall deem necessary to ensure compliance with the terms and conditions of this Franchise and all other applicable law. Any such inspection shall be conducted at reasonable times upon reasonable notice to Franchisee except that inspection of cable wires in plain view on a Public Way shall not require any such notice so long as such inspection of facilities in plain view does not involve any touching of or contacting the facilities. Franchisee shall have the right to be present at any such inspection. Any such inspection shall not interfere with the Franchisee’s operations.

(b) Any tests conducted by the Town shall be at the sole cost and expense of the Town and shall have the prior written approval of the Franchisee. In the event that such tests or inspections find Franchisee in non-compliance with generally applicable construction and electrical codes, and other generally applicable requirements, Franchisee shall reimburse the Town’s reasonable inspection costs from franchise fees that are owed pursuant to Article 5 of this Franchise.

Section 3.16 - EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or emergency in the Town, it shall become necessary in the reasonable judgment of the Franchising Authority, Police or Fire Department or their lawful designee, to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable System in the course of such fire or emergency, the Town shall have the right to do so at the sole cost and expense of Franchisee. Nothing herein shall limit Franchisee, where applicable, from seeking reimbursement
under any applicable government program providing for reimbursement, including but not limited to Federal Emergency Management Agency ("FEMA") programs.

SECTION 3.17 – EMERGENCY AUDIO ALERT

The Subscriber Network shall comply with the FCC’s and/or FEMA’s Emergency Alert System ("EAS") regulations as applicable. The Franchisee shall, upon request of the Franchising Authority, test and report on the foregoing emergency communications capabilities and provide the Town with information as reasonably requested relative to emergency communications capabilities.

ARTICLE 4
RATES AND PROGRAMMING

Section 4.1 - INITIAL RATES

The initial rates for all programming, installation and equipment which are in effect on the Effective Date of this Franchise are listed in Schedule 4.1 attached hereto. These rates are provided for informational purposes only and are subject to change at Franchisee's sole discretion pursuant to applicable law.

Section 4.2 - RATE RE-REGULATION

The Franchising Authority reserves the right to regulate rates for cable service to the extent such regulation is allowed at this time, or hereafter, under the applicable federal and state law.

Section 4.3 - PROGRAMMING CATEGORIES

Franchisee has offered and shall provide the following cable services:

1. the broad categories of broadcast stations, satellite services and other cable services set forth in Schedule 4.3 attached hereto;

2. EG Access channel required by Article 5 (Community and EG Access Programming) of this Franchise.
Section 4.4 - PROGRAMMING TIERS
The initial programming and services offered by Franchisee are listed in Schedule 4.4, attached hereto. This schedule of programming tiers is provided for informational purposes only and is subject to change at Franchisee's discretion, except with respect to provision of access channels and pursuant to applicable law.

Section 4.5 - LEASED ACCESS
Pursuant to the Cable Act, 47 U.S.C. 532 (b) (iii) (B), Franchisee will make available channel capacity for commercial use by persons unaffiliated with Franchisee. Upon request, Franchisee shall provide interested persons and the Franchising Authority a copy of its current leased access policy with current rates and terms for commercial leased access.

Section 4.6 - STEREO TV TRANSMISSIONS
All signals received by Franchisee in stereo shall be cablecast in stereo. Franchisee shall transmit signals in the format transmitted to Franchisee to provide close captioning in accordance with applicable federal law.

Section 4.7 - CHANNEL LINEUP Franchisee shall notify the Franchising Authority and subscribers, 30 days in advance, of each change in programming services involving deletion or addition of one or more channels where the giving of such notice is within its control and as set forth below. However, with respect to significant programming changes, advance notice may include 30 day advance notice by newspaper, bill insert/message or letter. In the event the channel lineup is changed during the term of the Franchise, Franchisee shall make available to any requesting subscriber an updated channel lineup and will mail same to them upon subscriber request.

Section 4.8 -REMOTE CONTROLS AND CONVERTERS/RECEIVERS
Franchisee shall allow subscribers to purchase, from parties other than the Franchisee, and to utilize remote control devices which are deemed compatible with the converter installed by Franchisee. Franchisee may require a separate reasonable charge for use of the remote control. As required by applicable law, Franchisee shall allow subscribers to purchase tuning (not descrambling) converters and/or receivers from parties other than the Franchise if compatible with the Cable System.
ARTICLE 5
EDUCATIONAL AND GOVERNMENTAL ACCESS

Section 5.1 EDUCATIONAL AND GOVERNMENTAL ACCESS

Educational and governmental ("EG") Access Programming and facilities and equipment shall be provided pursuant to the provisions of this Article 5, 47 U.S.C. s.531 and applicable laws.

Section 5.2 EDUCATIONAL AND GOVERNMENTAL ACCESS TO THE CABLE SYSTEM

(a) Educational and governmental access programming may be placed on the Town of Cumberland Cable System Access channel subject to rules established by the Franchising Authority. Such rules may condition access to the Franchising Authority’s equipment and facilities upon completion of a training program, or upon certification of proficiency by the Access Designee.

Section 5.3—ANNUAL OPERATING FUNDS; ACCESS FUNDING

(a) The Franchising Authority may designate the franchise fee or a portion thereof under Section 7.8 of this License for access purposes including access designee use.

Section 5.4—ACCESS CHANNELS AND FACILITY

(a) Franchisee shall provide the Town with one Access channel on the subscriber network for the Town of Cumberland access uses.

Recognizing the Town’s desire to view access programming from North Yarmouth, Franchisee shall provide the Town with a switching mechanism, at the Town’s cost, to permit the Town to receive programming from North Yarmouth for viewing on the Town of Cumberland access channel.

(b) The access channel shall be able to transmit upstream from Town Hall at 290 Tuttle Road.

(c) The Franchising Authority, through the Access Designee, if any, will be responsible for operations and programming of the Town’s access channel.
(d) To facilitate municipal meetings and other municipal or educational access coverage, and coverage of other municipal meetings, Franchisee shall provide a capital grant in the amount of $18,478 to contribute to the purchase of the equipment set forth in Schedule 5.4(d). Said equipment shall be shared with the Town of North Yarmouth, recognizing that the towns have a shared school system. The equipment shall be purchased by the Town(s) within ninety days of the franchise agreement effective date. Equipment allocated to the Towns shall be owned by the Towns.

Section 5.6—SYSTEM DESIGN

Franchisee shall maintain headend equipment to process the upstream signals from the remote origination site to place such signals on the designated education and municipal access cable channel. The Franchising Authority, or its Access Designee, if any, will, however, be responsible for scheduling and transmitting of access programming on the access channel. Franchisee shall not be responsible for the production quality of the access programming.

Section 5.7—SYSTEM MAINTENANCE OF CHANNEL

Franchisee shall monitor the access channel for technical signal quality and shall ensure that they are maintained at standards equal to those which apply to the cable system’s commercial channels; provided, however, that this section shall not require Franchisee to have any responsibility for the production quality of access users’ productions. Upon a Franchising Authority finding of significant signal quality problems, if any, Franchisee shall designate an engineer to investigate and report on same within 21 days of Franchising Authority request and to take reasonable steps to rectify signal quality problems, resulting from Franchisee’s plant, if any.

Section 5.8- MISCELLANEOUS ACCESS MATTERS

The Franchising Authority and/or Access Designee may require any producer, user or programmer to assume individual responsibility for any Access program-based liability including, but not limited to, liability for copyright infringement or defamation, and to hold the Town, Franchisee and Access Designee harmless for same, subject to
Cable Act and FCC requirements. The Franchising Authority reserves the right to adopt lawful operating rules with respect to implementation of the foregoing.

ARTICLE 6
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 6.1 - CUSTOMER SERVICE
The Franchisee shall maintain a publicly listed, toll free, customer service number for the general purpose of serving customer needs including receiving and resolving complaints, including without limitation, those regarding service, equipment malfunctions or billing and collection disputes.

Section 6.2 - TELEPHONE ACCESS, INSTALLATIONS, OUTAGES AND SERVICE CALLS
Franchisee shall maintain a local, toll-free or collect call telephone access line, which will be available to its subscribers 24 hours a day, 7 days a week, with trained customer service personnel, to receive and log service calls and complaints. Franchisee shall comply with the FCC standards regarding response to customer phone calls.

Franchisee's employees shall be informed how to respond in case of emergencies requiring standby technicians. Franchisee shall exercise diligent efforts to call on standby personnel when it is evident that the complaints received are indicative of a problem affecting three (3) or more subscribers. Franchisee agrees to be bound by the customer services obligations adopted by the FCC in 47 C.F.R. § 76.309(c), as they may hereafter be amended.

Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.
A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

The Franchising Authority shall have the right to direct the Franchisee to submit a "busy study" from the telephone company which provides service to the Franchisee, if the quarterly reports do not clearly document that the Franchisee's telephone lines are accessible to Subscribers as required herein.

Section 6.3 CUSTOMER SERVICE CALL CENTERS

(a) The Franchisee shall maintain and operate a toll free telephone access line to a customer service call center (or its equivalent) twenty-four (24) hours a day, seven (7) days a week, including holidays. The Franchisee reserves the right to modify its business operations with regard to such customer service call centers. The Franchisee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call centers.

(b) In the event that the Franchisee does not maintain and operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, the Franchisee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Franchisee. Said answering service shall (i) forward all inquiries and/or complaints to the Franchisee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Franchisee's Customer Service Department for response. If requested by the subscriber, the Franchisee shall promptly contact the individual Subscriber to follow-up on his or her individual problem and/or inquiry.

Section 6.4 - INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Franchisee shall provide Cable Service(s), for new standard installations (not to exceed 150 aerial feet from the existing distribution system), to residents who request Service within seven (7) calendar days of said request.

(b) In arranging appointments for either Cable Television installation visits or service calls, the Franchisee shall offer to the resident or Subscriber in advance a choice of
whether said installation visit or service call will occur during the following time blocks not to exceed four hours. Failure of the Franchisee through its own fault to install cable or make the service call as scheduled shall require the Franchisee to call the affected resident or Subscriber and schedule installation or service call on a priority basis mutually agreeable to the Franchisee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless agreed to otherwise by said resident or Subscriber. The Franchisee shall promptly notify residents and Subscribers in writing or by telephone of their right to a priority cable installation or service call in the event that the Franchisee fails to make such scheduled call(s).

(c) The Franchisee shall make installation and service calls to its during normal business hours including some evening hours at least one night per week and/or some weekend hours per week.

(d) For all requests for service or repair that are received during Normal Business Hours, the Franchisee shall handle them on the same day, if possible, provided that said service complaint or request for service is received by 2:00 P.M.; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(e) A Subscriber complaint or request for service received after Normal Business Hours, pursuant to Section 12.1 above, shall be acted upon the next business morning. At that time, they are to be handled as prescribed in (d) above for a request received at the start of business.

(f) The Franchisee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours.

(g) Service interruptions and system outages shall be responded to promptly by technical personnel, and in no event later than 24 hours after the interruption or outage becomes known.

(h) The Franchisee shall remove all Subscriber Drop Cables, within fifteen (15) days of receiving a written request from a Subscriber to do so. The parties acknowledge such subscriber drop removal need not be done in the case of a routine disconnect.
Section 6.5 - MINIMUM SUBSCRIBER INFORMATION

Franchisee will provide all prospective subscribers with complete, clear and concise written information before consummation of any agreement for initial installation of cable service. Such sales materials shall clearly disclose the price and other information concerning Franchisee's lowest cost basic service. Such information shall include but not be limited to the following:

(a) All service and rates, deposits if applicable, installation costs, additional television set charges, service upgrade or downgrade charges, and relocation of cable outlet charges.

(b) Written information concerning billing and termination procedures, procedures for ordering changes in or termination of services, and all refund policies, including the availability of rebates or credits for loss of service.

(c) Written information concerning the availability of special equipment such as VCR kits, A/B switches, and lockboxes.

(d) Written information concerning privacy policies, pursuant to state and federal law.

(e) Written information concerning steps to take in the event of loss of service.

Section 6.6 - PARENTAL CONTROL

Upon request, the Franchisee shall provide subscribers with parental control capability to block the reception of individual channels on the Cable System, with charge for same in accordance with FCC equipment rate rules. The Franchising Authority acknowledges that the parental control capability may be part of a converter box and the Franchisee may charge subscriber for use of said box.

Section 6.7 - BILLING AND TERMINATION PROCEDURES

Franchisee will inform all prospective subscribers of complete information about rates and charges for different levels of services and service calls, billing and collection procedures, procedures for ordering changes in or termination of services before consummation of any agreement for installation of service.
Section 6.8 - VOLUNTARY DISCONNECTION OF SERVICE

Subscribers who request full disconnection of cable service shall not be responsible for further charges for such service upon actual termination of service or after seven (7) days notice to Franchisee, whichever occurs first. Franchisee shall make a good faith effort to disconnect service as soon as possible after requested to do so by a subscriber. A subscriber who requests full disconnection of cable service shall make a good faith effort to return all of his or her customer premises equipment to Franchisee's local business location or any other reasonable location Franchisee may designate. Subscribers may be charged for unreturned equipment.

Section 6.9 - BILLING DISPUTES

In the event of a bona fide billing dispute, Franchisee will resolve each dispute within fifteen (15) working days of receiving notification from the subscriber, except additional time shall be available where necessary based on the circumstances.

Section 6.10 - PROTECTION OF SUBSCRIBER PRIVACY

(a) Franchisee shall respect the rights of privacy of every subscriber and/or user of the Cable System and shall not violate such rights through the use of any device or signal associated with the Cable System, as hereafter provided.

(b) Franchisee shall comply with all privacy provisions contained in this Section and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Communications Policy Act of 1984 and Title 18 United States Code Section 2520.

(c) Franchisee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) Franchisee shall notify all third parties who offer cable services in conjunction with Franchisee, or independently over the Cable System, of the subscriber privacy requirements contained in this Renewal Franchise.
Section 6.11 - PRIVACY

Prior to the commencement of cable service to a new subscriber, and annually thereafter to all Cable System subscribers, Franchisee shall provide a comprehensive and easily understandable written document explaining Franchisee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing Franchisee's policy for the protection of subscriber privacy. In addition, Franchisee and its agents or employees shall not disclose to any third party a subscriber’s name or address without obtaining consent of the individual subscriber to the extent required by 47 USC 631 and any such disclosure shall be in accordance with 47 USC 551 or other applicable law.
Section 6.12 - INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Franchisee or its agents or its employees shall not make available to any third party, including the Town, information concerning the viewing habits, or subscription package decisions of any individual subscriber except as required by law.

Section 6.13 - SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) Franchisee shall make available for inspection by a subscriber at a reasonable time and place all personal subscriber information that Franchisee maintains regarding said subscriber.

(b) A subscriber may obtain from Franchisee a copy of any or all of the personal subscriber information regarding him or her maintained by Franchisee. Franchisee may require a reasonable fee for making said copy.

(c) A subscriber or user may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to Franchisee's Manager of Government Affairs.

Section 6.14 - EMPLOYEE IDENTIFICATION CARDS

All of Franchisee's employees, including repair and sales personnel, entering private property shall have a visible employee photo-identification card.

Section 6.15 - TECHNICAL AND CUSTOMER SERVICE STAFF LEVELS

Franchisee will employ enough service technicians and customer service representatives to meet its obligations under this Franchise.

Section 6.16 - NON-DISCRIMINATION

Franchisee shall not discriminate against any person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference,
disability, age, marital status, or status with regard to public assistance. Franchisee shall be subject to all other requirements of federal and state regulations concerning non-discrimination.

Section 6.17 - MUNICIPAL ACCESS TO FRANCHISEE'S SURVEY MATERIALS

In the event the Franchisee or Franchising Authority surveys the subscriber population to test for response to particular programming preferences, or for other reasons, it shall, upon request of the Franchising Authority or Franchisee, as applicable, share the results of its programming surveys so long as the Franchisee or Franchising Authority does not consider the questions and/or the results proprietary.

ARTICLE 7
FRANCHISE ADMINISTRATION

Section 7.1 - REGULATORY AUTHORITY

The Franchising Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable System. The Franchising Authority shall monitor and enforce Franchisee's compliance with the terms and conditions of this Renewal Franchise. The Franchising Authority shall notify Franchisee in writing of any instance of non-compliance and may direct that such non-compliance be corrected within thirty (30) days to the reasonable satisfaction of the Franchising Authority, unless a longer period is specified herein, or is mutually agreed upon by the Franchising Authority and Franchisee. Franchisee will notify the Franchising Authority’s designee of any material changes contemplated for the delivery of service.

Section 7.2 - INDEMNIFICATION

(a) The Franchisee shall indemnify and hold the Town and its agents, harmless at all times during the term of this Franchise from any and all claims alleged to be caused by Franchisee's construction, installation, operation, or maintenance of any structure, equipment, wire or cable to be installed pursuant to the Franchise or exercise of any of its
rights under this Franchise. Upon receipt of notice in writing from the Town, the
Franchisee shall at its own expense defend any such actions or proceedings. Indemnified
expenses shall include without limitation, all out-of-pocket expenses, such as attorney's
fees.

(b) In order for the Town to assert its rights to be indemnified, defended, or held
harmless, the Town must:

(1) promptly notify Franchisee of any claim or legal proceeding which
gives rise to such right;
(2) the Town shall afford the Franchisee the opportunity to participate in
and fully control any compromise, settlement or other resolution or
disposition of such claim or proceeding, unless, however, the Town,
in its sole discretion, determines that its interests cannot be represented
in good faith by the Franchisee in which event the Town shall be
responsible for its own costs and further acceptance of any non-
monetary settlement or term involving injunctive relief or orders
affecting the Town shall be subject to Town’s consent; and
(3) the Town shall fully cooperate with the reasonable requests of the
Franchisee in its participation in, and control, compromise, settlement
or resolution or other disposition of such claim or proceeding subject
to subparagraph (2) above.

Section 7.3 - INSURANCE

(a) The Franchisee shall carry insurance throughout the term of this Renewal
Franchise and any renewal period with the Town as an additional named insured with an
insurance company authorized to conduct business in Maine satisfactory to the
Franchising Authority indemnifying the Town and the Franchisee from and against any
and all claims for injury or damage to persons or property, both real and personal, caused
by the construction, installation, operation, maintenance or removal of its Cable System
or cable-related activity. The amount of such insurance against liability for damage to
property shall be no less than One Million Dollars ($1,000,000) as to any one occurrence.
The amount of such insurance for liability for injury or death to any person shall be no
less than One Million Dollars ($1,000,000). The amount of such insurance for excess liability shall be Five Million Dollars ($5,000,000) in umbrella form. Policy will contain a provision that the Franchising Authority will receive thirty (30) days’ written notice prior to any cancellation.

(b) The Franchisee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars ($1,000,000). Policy will contain a provision that the Franchising Authority will receive thirty (30) days’ written notice prior to any cancellation.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal Franchise. All expenses incurred for said insurance shall be at the sole expense of the Franchisee. Policy will contain a provision that the Franchising Authority will receive thirty (30) days’ written notice prior to any cancellation.

(d) The Franchisee shall provide Franchising Authority with certificate(s) of insurance for all policies required herein on an annual basis, if requested by the Town.

Section 7.4 - SERVICE INTERRUPTIONS

Franchisee shall provide credits for service interruptions in accordance with state and/or federal law.

Section 7.5 - PERFORMANCE EVALUATION SESSIONS

The Franchising Authority may at its discretion but not more than once a year, hold a performance evaluation session on or about the anniversary of the Effective Date of this Franchise. All such evaluation sessions shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, review Franchisee’s compliance to the terms and conditions of this Franchise, and hear comments, suggestions or complaints from the public. The Franchising Authority shall provide the Franchisee with thirty (30) days, advance written notice of such performance evaluation session. The Franchising Authority shall have the right to question Franchisee on any aspect concerning the construction, installation, operation or maintenance of the Cable
System. During review and evaluation by the Franchising Authority, Franchisee shall fully cooperate with the Franchising Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town and which are not considered proprietary by Franchisee. Franchisee shall notify its subscribers of all performance evaluation sessions by announcements on the Local Origination channel of its Cable System in the evening hours for at least five (5) consecutive days preceding each such session, provided that Franchisee shall not be required to preempt its regularly scheduled access or Local Origination programming to air these announcements.

Section 7.6 - NON-PERFORMANCE BY THE FRANCHISEE

Failure of the Town to enforce the performance of any term of this Franchise shall not be deemed a waiver of its right to insist upon the subsequent performance of that term.

The Town may revoke this Agreement at any time prior to the date of expiration set forth herein upon a finding, made after thirty (30) days' notice of proposed revocation and a public hearing providing Franchisee an opportunity to be heard and present evidence, that the Franchisee has unreasonably failed to cure one or more of the following defects during a sixty (60) day period following written notice of such defect from the Town:

(a) Material breach, whether by act or omission, of any the material terms or conditions of this Agreement, or

(b) Insolvency of the Franchisee, or inability or unwillingness to pay its just debts when they accrue, or application by the Franchisee for adjudication as a bankrupt.

Any breach shall be excused if caused by an event of force majeure.

Section 7.7 - FRANCHISE FEE

Subject to applicable law, Franchisee shall pay the Franchising Authority an annual franchise fee of five percent (5%) of its Gross Annual Revenues which fee shall be due and payable on March 1 of each year for the previous calendar year. Payments by
Franchisee under the provisions of this Section and other payments meeting the definition of franchise fees as set forth in 47 USC Section 542 shall, in combined total, not exceed, with respect to any calendar year, five percent (5%) of Franchisee's Gross Annual Revenues. Should Franchisee fail to timely make any payment under this Article 7, and should such failure continue for a period of 10 days from written notice thereof, then it shall additionally be charged interest which shall accrue from the date payment is due at an annual rate not to exceed the prime rate of interest then current at the Chase Manhattan Bank of North America plus two percent. Payment of this interest charge shall not preclude any other remedy available to the Franchising Authority under applicable law.

Section 7.8 - SUBSCRIBER AND USER COMPLAINTS

Franchisee shall keep all written complaints it receives on file in its local business office in accordance with applicable state regulations, or three years, whichever is longer. Should state regulatory requirements for maintenance of complaint records be eliminated, then the Franchising Authority shall have the right to request Franchisee to reasonably maintain records of written and verbal complaints which it receives. The Franchising Authority or its designee shall have the right to examine, review and copy said complaints at its own expense during Franchisee's business hours upon reasonable notice.

Section 7.9 - SUBSCRIBER COMPLAINT REPORTS

(a) Upon request, Franchisee shall not less than once every three months notify the Franchising Authority of complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments. Franchisee shall, in conjunction with the Franchising Authority, develop an acceptable form of complaint reporting.

(b) Franchisee shall, within ten (10) days after receiving a Franchising Authority request, send a written report to the Franchising Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 7.10 - QUALITY OF SERVICE
Where there exists credible evidence which, in the reasonable judgment of the Franchising Authority casts doubt upon the reliability or technical quality of cable service(s), after notice to Franchisee and an opportunity to cure, the Franchising Authority shall have the right and authority to require Franchisee to test, analyze and report on the performance of the Cable System. Franchisee shall fully cooperate with the Franchising Authority in performing such testing.

The Franchising Authority may require said tests/inspections be supervised by a mutually agreed upon professional cable television engineer, at terms satisfactory to both the Town and Franchisee, who is not an employee or agent of the Franchisee of the Town.

Section 7.11 - SERVICE INTERRUPTION REPORT
Franchisee shall upon request submit to the Franchising Authority a list of all significant service interruptions.

Section 7.12 - FINANCIAL REPORTS
Upon request of the Franchising Authority, the Franchisee shall file annually with the Franchising Authority, a statement of its Cumberland Gross Annual Revenues in accordance with Generally Accepted Accounting Principles, and the foregoing shall be provided within two months of the close of the calendar year. Such statements shall be sworn to by the person preparing same and by the supervising financial officer.

Section 7.13 - NUMBER OF SUBSCRIBERS
Upon request of the Franchising Authority, Franchisee shall file annually, but no more than once annually, with the Franchising Authority a report containing the number of subscribers within the Cumberland service area.

Section 7.14 - LINE EXTENSION REPORT
Upon request of the Franchising Authority, the Franchising Authority may require Franchisee to submit a report detailing the areas in the Town in which the Cable System
has been extended during said reporting period, the dates of said extensions and the number of households capable of receiving cable service(s).

Section 7.15- NON-EXCLUSIVITY OF REMEDY

No decision by the Franchising Authority or the Town to invoke any remedy under this Franchise or under any statute, law or ordinance shall preclude the availability of any other such remedy.

Section 7.16 - CABLE COMMITTEE

The Franchising Authority may appoint a Cable Television Committee and delegate to said Coordinator such functions as are lawful and customary.

ARTICLE 8
GENERAL PROVISIONS

Section 8.1 - TRANSFER AND ASSIGNMENT.

(a) The rights and privileges granted to the Franchisee by the Town under this Agreement shall not be assigned or transferred by the act of the Franchisee or by operation of law, without the consent of the Town, which shall not be unreasonably withheld or delayed. The granting, giving or waiving any one or more such consents shall not render unnecessary any subsequent consent or consents.

(b) The Franchisee shall promptly notify the Town of any actual change in, or transfer of, or acquisition by any other party of control of the Franchisee. The word "control" as used herein shall consist of actual working control in whatever manner exercised. For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, the Town may inquire into the legal, financial and technical
qualifications of the prospective controlling party. Nothing in this section shall be deemed to prohibit a mortgage or pledge of the system plant, or any party thereof, for financing purposes. Notwithstanding anything herein to the contrary, no consent shall be required for a transfer to an entity controlling, controlled by, or under the same common control as Franchisee.

Section 8.2 - FRANCHISE AS CONTRACT UNDER SEAL

Upon its execution by the Franchising Authority and Franchisee this Franchise shall be deemed to constitute a contract under seal by and between Franchisee, on the one hand, and the Town of Cumberland, on the other hand.

Section 8.3 - ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by instrument in writing executed by the parties.

Section 8.4 - CAPTIONS

The captions to sections throughout this Franchise are intended solely to facilitate reading and reference to the sections and provisions of this Franchise. Such captions shall not affect the meaning or interpretation of this Franchise.

Section 8.5 - SEVERABILITY

If any section, sentence, paragraph, term or provision of this Franchise is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision thereof, all of which shall remain in full force and effect for the term of this Franchise.

Section 8.6 - FORCE MAJEURE

If for any reason of force majeure either party is unable in whole or in part to
carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Franchise, the term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies, orders of any kind of the government of the United States of America or of the State of Maine or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, epidemics; landslides; lightning; earthquakes; fires, hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party.

Section 8.7 - NOTICES

Every notice to be served upon the Franchising Authority shall be delivered or sent by certified mail (postage prepaid) to Attn: Town Manager, Town of Cumberland, 290 Tuttle Road, Cumberland, ME 04021, or such other address as the Franchising Authority may specify in writing to the Franchisee. Every notice served upon the Franchisee shall be delivered or sent by certified mail (postage prepaid) to Attn: Government Affairs, Time Warner Cable, 118 Johnson Road, Portland ME 04102 with a copy to Attn: Corporate Counsel, Time Warner Cable, 290 Harbor Drive, Stamford, CT 06902 or such other address as the Franchisee may specify in writing to the Franchising Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing or receipt.

Section 8.8 - REMOVAL OF ANTENNAS

Franchisee shall not remove any television antenna of any subscriber but shall, offer to said subscriber and maintain an adequate switching device to allow said subscriber to choose between cable and non-cable television reception.

Section 8.9 - SUBSCRIBER TELEVISION SETS

To the extent prohibited by law, Franchisee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that
Franchisee may make adjustments to television sets in the course of normal maintenance.

Section 8.10 - PUBLICATION
Franchisee shall, upon request of the Franchising Authority within thirty (30) days of the execution of this Franchise, print and distribute a maximum of five (5) copies of the Franchise.

Section 8.11 - JURISDICTION
Exclusive jurisdiction and venue over and dispute or judgment rendered pursuant to any Article herein shall be in a court of appropriate venue and subject matter jurisdiction located in the State of Maine, or upon appeal, other competent court or agency, and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.

WITNESS OUR HANDS AND OFFICIAL SEALS, THIS ___ DAY OF __________, 2006.

TOWN OF CUMBERLAND
By: __________________________, its Town Manager

as duly authorized by the Franchising Authority hereof

This Franchise is hereby accepted by Time Warner Entertainment Company, L.P.
By: __________________________, its Division President
| Schedule 4.1 | Initial Rates |
| Schedule 4.3 | Broad Categories of Programming |
| Sports       |               |
| News         |               |
| Weather      |               |
| General Entertainment (including movies) | |
| Documentary  |               |
| Arts/Cultural|               |
| Children/Family Oriented |    |
| Foreign Language |         |

Schedule 4.4 Initial Program Services
Auto Graveyard/Junkyard Permit for Greenlaw Salvage, 1 Longwoods Road

06-185
November 28, 2006

Mr. Thomas Greenlaw
1 Longwoods Road
Cumberland, ME 04021

Dear Mr. Greenlaw,

At its meeting of November 27, 2006 the Cumberland Town Council voted unanimously to approve your Automobile Graveyard/Junkyard Permit renewal for 2007. The permit period will run from October 1, 2006 through October 31, 2007.

Please find your permit enclosed. Thank you.

Sincerely,

Nadeen Daniels
Town Clerk

Cc: MDOT and Bureau of Motor Vehicles
Ken Cole, Esquire
William Longley, Code Enforcement Officer
Permit To Be Displayed On Premises

TOWN, CUMBERLAND COUNTY, CUMBERLAND, MAINE

Public Hearing held November 27, 2006

PERMIT

To establish, operate or maintain an automobile graveyard and/or junkyard. Subject to existing rules, regulations and any amendments that may be made thereto, under provisions of Title 30-A, Public Laws 1988, Section 3751 to 3760.

This permit is hereby granted upon condition that the automobile graveyard and/or junkyard does not violate any of the above Sections of Title 30-A.

Business Name: GREENLAW SALVAGE
Owner's Name: THOMAS GREENLAW
P.O./Address: 1 LONGWOODS ROAD
City/Town: CUMBERLAND, MAINE 04021

This permit expires on October 31, 2007, unless sooner revoked by the Municipal Officers.
Dated at City/Town Cumberland this 28th Day of November 2006.

Municipal Officer: William R. Shane
Town Manager

Certified True Copy

Nadeen Daniels
Town Clerk

1 copy to Applicant
1 copy to Municipality
1 copy to Dept. of Transportation, Augusta
1 copy to Maine State Police, Augusta
1 copy to Motor Vehicle Division, Sec. of State
To: Town of Cumberland Council
From: William C. Longley Jr. CEO
Subject: Greenlaw’s Salvage
Date: 11-02-06
CC: William Shane, Town Manager
    Nadine Daniels, Town Clerk

On or about 10-26-06 I conducted an inspection of the Greenlaw property. My impression is that there has been some change since my last visit on 12-22-05. Today I spoke to Mr. Greenlaw and advised him that he would need to convince the Council that he operates a viable business and is in compliance with all standards per the new State of Maine requirements. (See attached)
Mr. Thomas Greenlaw  
Greenlaw’s Salvage  
1 Longwoods Road  
Cumberland, ME 04021

Dear Mr. Greenlaw,

Please find enclosed the blank application for your 2007 Auto Graveyard & Junkyard Permit. The Cumberland Town Council will hold a public hearing to consider and act on your application at their meeting of November 13, 2006.

As required by MRSA 30-A, Sections 3753 and 3754, the following supporting documentation must accompany your application: (1) proof of mailing the notice of application to all abutting property owners; and (2) demonstration that you are a viable business entity and actively engaged in the business of salvaging, recycling, dismantling, processing, repairing or rebuilding junk or vehicles for the purpose of sale or trade.

Notice of your application and public hearing will be found in the November 2nd and November 9th editions of the Community Leader. Please return your application and documentation to my office no later than November 6, 2006. Thank you.

Sincerely,

Nadeen Daniels  
Town Clerk

CC: Town Council  
CEO William Longley
Road." With the Tuttle Road reconstruction the bulk of the project begins near the end of the existing sidewalk and will end at Twin Brooks. Reconstruction of the pavement near the school will require drainage work. "We’d like to take (away) some of the super elevation that occurs today." The third project is one of the "least costly...more interesting ones." The Manager reviewed three scenarios for realignment, suggesting the council “decide when we get to the design standpoint” after seeking neighborhood input. The submission of these projects “doesn’t mean you’re committing to the funding.” There were 87 projects from 27 greater Portland communities submitted for PACTS funding. “I think we’ve got three very good projects and the only way you’re going to be funded is by being in the process.” No public comments received.

Motion by Councilor Porter; seconded by Councilor Turner, to endorse the three PACTS FY 2008/2009 projects as submitted by the Cumberland Town Manager in November, 2005 and identified as Tuttle Road Reconstruction; Foreside (Route 88) Shoulder Widening from Falmouth Town Line to Yarmouth Town Line; and Route 1 Ramp A-1/Tuttle Road/Kings Highway/Foreside Road (Route 88) Intersections;

VOTE: UNANIMOUS PASSAGE 7-0

- To consider and act on Auto Graveyard/Junkyard Permit for Greenlaw Salvage, 1 Longwoods Road for the period January through October, 2006.

The Manager explained our Code Enforcement Officer has stated there were several revisions this year to the state law addressing graveyard/junkyard permits. One such change “require(s) the business be a viable business. They are now asking that owners provide evidence that it is an actual business rather than just a collection of materials.” Our Code Enforcement Officer has questions regarding the viability of Mr. Greenlaw’s junkyard. The Manager recommended council approval so that Mr. Greenlaw “will have the opportunity to put the records together over the next ten months. If not, we take the next steps.”

Councilor Damon suggested she would feel more comfortable with a definition of a viable business as opposed to leaving it to local officials to determine the definition. “To me this is kind of nebulous.” Councilor Porter added that while the Code Enforcement Officer will offer an opinion “the definition of viable as it is currently written would be determined by the seven of us.” Councilor Porter added that during his council tenure, “there has been an issue each year.” He indicated he would vote in opposition “because I don’t know whether he’s viable or not. I do think that contrary to his application, you do see junk from the road. It would be my hope that in the future...it be operated a little bit more professionally.” Councilor Kuntz concurred, stating “The next applicant is quite a different story. I think we’ve had these discussions with Mr. Greenlaw on a number of different occasions.” No public comments received.

Motion by Councilor Moriarty, seconded by Councilor Turner to approve the Greenlaw Salvage Auto Graveyard/Junkyard Permit for the period January through October, 2006
with the condition the applicant demonstrates the facility is a viable business entity and is actively engaged in the business of salvaging, recycling, dismantling, processing, repairing or rebuilding junk or vehicles for the purpose of sale or trade pursuant to Title 30A and the town of Cumberland Zoning Ordinances prior to license reapplication in October, 2006.

VOTE: PASSAGE 4-3 (Chairman Stiles, Councilors Porter and Kuntz)

06 - 005. To consider and act on an Auto Graveyard/Junkyard Permit for Cumberland Salvage, 40 Blackstrap Road for the period January through October, 2006.

The Manager stated Mr. Copp “has been a model for how to run a good junkyard facility.” There was further discussion regarding the issue of “viability” and Mr. Copp indicated he would be willing to work with the town on this issue. No public comments received.

Motion by Councilor Storey, seconded by Councilor Damon, to approve the Auto Graveyard/Junkyard Permit for Cumberland Salvage, 40 Blackstrap Road, for the period January through October, 2006.
VOTE: UNANIMOUS 7-0

06 - 006. To consider and act on the Val Halla Golf Club Liquor License, Auxiliary Mobile Golf Cart License and Special Amusement Permit for calendar year 2006.

Councilor Storey questioned whether there were any problems with the mobile cart during the past summer, its first year of operation. The Manager replied “It actually went fairly well. The operator was trained in the TIPS program as required. We noticed a significant reduction in the illegal alcohol snuck on the course. We didn’t have any of the problems that some may have anticipated.” No public comments received.

Councilor Kuntz indicated he has received comments stating “they don’t like the idea of it.” Councilor Damon stated she could vote for the Special Amusement Permit, but “not the other two.”

Motion by Councilor Storey, seconded by Councilor Turner, to approve the Val Halla Golf Club Liquor License, Auxiliary Mobile Golf Cart License and Special Amusement Permit for the calendar year 2006.
VOTE: PASSAGE 5-2 (Councilors Kuntz and Damon)

06 - 007. To accept Rock Ridge Run Road as a public roadway.

The Manager noted all issues of concern have been addressed, and “we have the deeds executed and ready for council approval. The neighbors worked closely with us and did a lot of the legwork. It does meet our requirements as outlined in our subdivision ordinance.” No public comments received.
Town of Cumberland Maine

APPLICATION FOR AUTOMOBILE GRAVEYARD/JUNKYARD PERMIT

MUNICIPAL OFFICE USE ONLY

Tentative Date of Hearing __________________________

Application Received ____________________________

Time of Hearing ____________________________ Permit No. ____________________________

Place of Hearing ____________________________ Fee Paid $ ____________________________

Notifications sent by ____________________________ Date ____________________________

To the City/Town of ____________________________ County of ____________________________ Maine

I/We ____________________________ hereby make application (in quadruplicate) for a permit to establish, operate, maintain an Automobile Graveyard, Automobile Recycling Business and/or Junkyard at the following described location and in accordance with the provisions of Title 30-A, Sections 3751 to 3760, Chapter 183.

Answer all questions in full.

1. Give location of Automobile Graveyard and/or Junkyard

______________________________

2. Is this application made by or for a company, partnership, corporation, individual?

______________________________

3. Is this property leased? Yes No Property owned by

______________________________

4. How is “yard” screened? Fence? (Type) ____________________________ Height 10 FT.

______________________________

Trees? (Type) ____________________________ Embankment? Guddy? Hill?

______________________________

Other? ____________________________

5. How far is edge of “yard” from center of highway? 100 FT. Feet.

______________________________

6. Can Junk be seen from any part of highway? Yes No

______________________________

7. Were Junkyard Law, Requirements and Fees explained to you? Yes No

______________________________
8. Is any portion of this "yard" on public property? Yes No

9. Is "yard" within 300 feet of a public park, public playground, public bathing beach, school, church or cemetery? Yes No

10. When was "yard" established? 1950 By whom? James Villacci

11. When was the last permit issued? 2005 To whom? Thomas Greenlaw

The undersigned certifies that the above information is true and correct to the best of his/her knowledge and that he/she is the owner or agent of the property or the he/she has been duly authorized by the owner to make this application and the receive the permit under the law.

Signed by: [Signature]

For: Greenlaw Salvage
Name of Company, Corporation, Partnership, Individual

Address: Longwoods Rd, Cumberland CTR, MAINE 04021

Tax Map No. _____ Lot No. _____ Zone _______

1 copy of Application to City/Town
1 copy of Application to Applicant
1 copy of Application to Department of Transportation, Augusta
1 copy of Application to Bureau of Motor Vehicles
Make complete sketch of "yard". Show footage of all sides and location in relationship to adjacent properties. Show distance (in feet) from edge of "yard" to center of highway. Fill in Route number or Local Road Name, Name of nearest City/Town in each direction, distance from nearest intersection, bridge or other known reference point.

SITE PLAN

Circle Correct Direction: N S E W

Name:

Address:

LONGWOODS RD RT. 9

Road Name

or

Route No.

To FAL.
A. Located within 300 feet of a public building, public playground, public bathing beach, school, church or cemetery; and [2003, c. 312, §9 (new).]

B. Within ordinary view from a facility under paragraph A. [2003, c. 312, §9 (new).]

4. Public and private water supplies. A permit may not be granted for an automobile graveyard, junkyard or automobile recycling business that handles junk, scrap metal, vehicles or other solid waste within 300 feet of a well that serves as a public or private water supply. This prohibition does not include a private well that serves only the automobile graveyard, junkyard, automobile recycling business or the owner's or operator's abutting residence. This prohibition does not apply to wells installed after an automobile graveyard, junkyard or automobile recycling business has already received a permit under section 3753.

Automobile graveyards, junkyards and automobile recycling businesses operating under the terms of permits issued prior to the effective date of this subsection and handling junk, scrap metal, vehicles or other solid waste within 300 feet of wells that serve as public or private water supplies may continue to operate in those locations under the terms of those permits. Municipal officers or county commissioners may renew a permit allowing the continued handling of junk, scrap metal, vehicles or other solid waste within 300 feet of a well serving as a public or private water supply as long as no further encroachment toward the well occurs. The municipal officers or county commissioners may not renew a permit if there is substantial, credible evidence that the permitted activities have caused contamination of the well. [2005, c. 424, §3 (amd).]

5. Operating standards. All automobile graveyards and junkyards permitted pursuant to section 3753 are required to comply with the following standards:

A. All fluids, including, but not limited to, engine lubricant, transmission fluid, brake fluid, power steering fluid, hydraulic fluid, engine coolant, gasoline, diesel fuel and oil, must be properly handled in such a manner that they do not leak, flow or discharge into or onto the ground or into a body of water; [2005, c. 247, §1 (amd); §7 (aff).]

B. A vehicle containing fluids may not be stored or dismantled:

(1) Within 100 feet of any body of water or freshwater wetland, as defined by Title 38, section 436-A, subsection 5;

(2) Within the 100-year floodplain; or

(3) Over a mapped sand and gravel aquifer;
C. Junk, scrap metal, vehicles or other solid wastes may not be placed or deposited, directly or indirectly, into the inland waters or tidal waters of the State or on the ice of inland waters or tidal waters or on the banks of inland waters or tidal waters in such a manner that they may fall or be washed into these waters; [2005, c. 247, §2 (amd); §7 (aff).]

D. Junkyard and automobile graveyard owners must demonstrate at the time of licensing that the facility or facilities for which they seek permits are, or are part of, a viable business entity and the facility or facilities are actively engaged in the business of salvaging, recycling, dismantling, processing, repairing or rebuilding junk or vehicles for the purpose of sale or trade; [2005, c. 683, Pt. A, §51 (rpr)].

E. A log must be maintained of all motor vehicles handled that includes the date each vehicle was acquired, a copy of the vehicle's title or bill of sale and the date or dates upon which all fluids, refrigerant, batteries and mercury switches were removed; [2005, c. 247, §3 (new); §7 (aff)].

F. All fluids, refrigerant, batteries and mercury switches must be removed from motor vehicles that lack engines or other parts that render the vehicles incapable of being driven under their own motor power or that are otherwise incapable of being driven under their own motor power, appliances and other items within 180 days of acquisition. Motor vehicles, appliances and other items acquired by and on the premises of a junkyard or automobile graveyard prior to October 1, 2005 must have all fluids, refrigerant, batteries and mercury switches removed by January 1, 2007. Fluids required to be removed under this paragraph must be removed to the greatest extent practicable; [2005, c. 247, §3 (new); §7 (aff)].

G. Storage, recycling or disposal of all fluids, refrigerant, batteries and mercury switches must comply with all applicable federal and state laws, rules and regulations; and [2005, c. 247, §3 (new); §7 (aff)].

H. All fluids, refrigerant, batteries and mercury switches must be removed from motor vehicles, appliances and other items before crushing or shredding. Fluids required to be removed under this paragraph must be removed to the greatest extent practicable. [2005, c. 247, §3 (new); §7 (aff)]. [2005, c. 683, Pt. A, §51 (amd)].

6. Rules. A permit, other than a limited-term permit as described in this section, may not be granted for an automobile graveyard or automobile recycling business that is not in compliance with all applicable provisions of the automobile dealer or recycler licensing provisions of Title 29-A, chapter...
Five year Lease Purchase agreement
for equipment
for Val Halla Golf Course

06-188
To: Town Council  
From: William R. Shane, Town Manager  
Subject: Val Halla Equipment- Lease Purchase  
Date: November 9, 2006  

The front line equipment at Val Halla is comprised of rough mowers, fairway mowers, trim mowers, utility dump vehicles all which are specifically designed for golf courses. The existing equipment that maintains the golf course is 17-24 years in age, has required extensive repair work and has reached its useful life expectancy (probably about 5 years ago). We have been researching the replacement of our equipment and have developed a Capital replacement plan that would require a 5 year lease purchase agreement.

<table>
<thead>
<tr>
<th>LIFE EX.</th>
<th>EQUIPMENT</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>WORKMANS- DUMPS (2)</td>
<td>$41,754</td>
</tr>
<tr>
<td>10</td>
<td>ROUGH MOWER</td>
<td>$44,665</td>
</tr>
<tr>
<td>10</td>
<td>FAIRWAY MOWER</td>
<td>$34,018</td>
</tr>
<tr>
<td>10</td>
<td>TRIM MOWER</td>
<td>$30,335</td>
</tr>
<tr>
<td>7</td>
<td>GREEN'S HAND MOWER</td>
<td>$1,635</td>
</tr>
<tr>
<td></td>
<td><strong>TOTALS</strong></td>
<td><strong>$157,407</strong></td>
</tr>
</tbody>
</table>

The money would be funded from the Capital Improvements Equipment Account and be paid out each July over the next 5 years. Revenues for FY 07 are up over $140,000 over FY 06 and we are $40,000 ahead of projected budget revenues for this fiscal year.

The Lease purchase will require a Town Council action and I am recommending we move forward with this purchase to capture the end of season pricing. All the equipment can be utilized in Twin Brook as well and our purchases over the past two seasons have been a collaborative effort with the Parks Department.
Set Public Hearing

December 11, 2006

Liquor License, Mobile Vending Cart License and Special Amusement Permit application for Val Halla Golf Course for the period January 31, 2007 through January 31, 2008

06-189
WARNING

It is required by law that you submit your application to local authorities for approval by Municipal Officers. If you are located in an unorganized territory you must submit your application to the County Commissioners.

The Municipal Officers or the County Commissioners may need 6 to 8 weeks lead time to properly advertise and hold public hearings.

ALL MUNICIPAL AND/OR COUNTY COMMISSIONERS APPROVALS EXPIRE IN "60 DAYS"

APPLICATIONS SHOULD BE IN THIS OFFICE AT LEAST TWO (2) WEEKS PRIOR TO THE OPENING OF YOUR BUSINESS.

If you have any further questions, please feel free to contact us at (207) 624-7220
Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded. To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

INDICATE TYPE OF PRIVILEGE:  MALT  SPIRITOUS  VINOUS

INDICATE TYPE OF LICENSE:
- RESTAURANT (Class I,II,III,IV)
- HOTEL-OPTIONAL FOOD (Class I-A)
- CLASS A LOUNGE (Class X)
- CLUB (Class V)
- TAVERN (Class IV)

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) -(Sole Proprietor, Corporation, Limited Liability Co., etc.)
   "TOWN OF CUMBERLAND"
   DOB:
   Address:
   City: CUMBERLAND  State: ME  Zip Code: 04021
   Telephone Number: 207-829-5551  Fax Number: 207-829-5916
   Federal I.D. #: 016000128

2. Business Name (D/B/A)
   "VAL HALLA GOLF COURSE"
   DOB:
   Location (Street Address):
   City: CUMBERLAND  State: ME  Zip Code: 04021
   Telephone Number: 207-829-5225  Fax Number: 207-829-5373
   Seller Certificate #: 0218379

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

4. State amount of gross income from period of last license:
   ROOMS $ 101,243  FOOD $ 119,959

5. Is applicant a corporation, limited liability company or limited partnership? YES  NO
   complete Supplementary Questionnaire

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

7. If manager is to be employed, give name: EDWARD F. GRIFFIN

8. If business is NEW or under new ownership, indicate starting date: N/A
   Requested inspection date: APRIL - NOV
   Business hours: 8:00AM - 4:00PM  FRIDAYS 4:00 - 8:00 PM
   SUNDAYS 8:00 - 5:00 PM

9. Business records are located at:
   "Z9O TUTTLE ROAD CUMBERLAND ME 04021"

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

11. Is/are applicant(s) residents of the State of Maine? YES  NO  N/A
12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

<table>
<thead>
<tr>
<th>Name in Full (Print Clearly)</th>
<th>DOB</th>
<th>Place of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>EDWARD F. GRIBBIN</td>
<td></td>
<td>Portland, ME</td>
</tr>
</tbody>
</table>

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

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

Name: ____________________________ Date of Conviction: ____________________________

Offense: __________________________ Location: __________________________

Disposition: _______________________

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

YES ☑ NO ❌ If Yes, give name: __________________________

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

16. Does/do applicant(s) own the premises? Yes ☑ No ❌ If No give name and address of owner: __________________________

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) CLUBHOUSE & ATTACHED DECKS

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services? YES ☑ NO ❌ Applied for: __________________________

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1 MILE Which of the above is nearest? SCHOOL

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

If YES, give details:

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

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

Dated at: CUMBERLAND, MAINE on 11/02/2006, 2006

Please sign in blue ink ☑

Signature of Applicant or Corporate Officer(s)

EDWARD F. GRIBBIN

Signature of Applicant or Corporate Officer(s)

WILLIAM K. SHANE

Print Name
SUPPLEMENTAL APPLICATION FORM
ON/OFF-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Department for liquor consumption.

APPROVAL FOR AREAS 1-5
NOTICE – SPECIAL ATTENTION

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

THIS APPROVAL EXPIRES IN 60 DAYS.

**FEE SCHEDULE**

<table>
<thead>
<tr>
<th>Class</th>
<th>Description</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class I</td>
<td>Spirituous, Vinous and Malt</td>
<td>$900.00</td>
</tr>
<tr>
<td>Class I-A</td>
<td>Spirituous, Vinous and Malt, Optional Food (Hotels Only)</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>Class II</td>
<td>Spirituous Only</td>
<td>$550.00</td>
</tr>
<tr>
<td>Class III</td>
<td>Vinous Only</td>
<td>$220.00</td>
</tr>
<tr>
<td>Class IV</td>
<td>Malt Liquor Only</td>
<td>$220.00</td>
</tr>
<tr>
<td>Class V</td>
<td>Spirituous, Vinous and Malt (Clubs without Catering, Bed &amp; Breakfasts)</td>
<td>$495.00</td>
</tr>
<tr>
<td>Class X</td>
<td>Spirituous, Vinous and Malt – Class A Lounge</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>Class XI</td>
<td>Spirituous, Vinous and Malt – Restaurant Lounge</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**FILING FEE** | $10.00 |

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

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

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

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

Dated at: , Maine ss

On: Date

Cumberland

STATE OF MAINE

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. Hearing. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant’s prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1999, c.589, §1 (amd).]

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime: [1987, c.45, Pt.A§4 (new).]

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control: [1987, c.45, Pt.A§4(new).]

C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592, §3 (amd).]

E. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

F. E.

[1993, c730, §27 (amd).]

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. [1993, c.730, §27 (rp).]

4. No license to person who moved to obtain a license. (REPEALED)

5. (TEXT EFFECTIVE 3/15/01) Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant’s license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.
The following licenses/permits must be obtained prior to your permanent liquor license being issued:

**ON PREMISE LICENSES**

- Sellers Certificate – Bureau of Taxation 287-2336
- Health License – Department of Human Services 287-5671
- Victualers License – City/Town where premise is located
- Shellfish License – Marine Resources 624-6550
- Dance License – State Fire Marshall’s Office 624-8739
- Federal I.D. Number – 1-800-937-8864 (Julie) or Soc. Sec. Number

**OFF PREMISE LICENSES**

- Sellers Certificate – Bureau of Taxation 287-2336
- Health License – Department of Human Services 287-5671 or Agriculture License – Department of Agriculture 287-3841
- Victualers License – City/Town where premise is located
- Tobacco License – Department of Human Services 287-5671
- Federal I.D. Number – 1-800-937-8864 (Julie) or Soc. Sec. Number
APPLICATION FOR AUXILIARY LICENSE - $100.00

Check Payable: Treasurer State of Maine

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

1. Full Name of Applicant: TOWN OF CUMBERLAND MAINE
   (PLEASE PRINT) Last First Middle Initial
   Date of Birth: ___________________ Telephone No. 829-5559 Fax: 829-5916
   Address: 290 TUTTLE ROAD CUMBERLAND MAINE 04021

2. Describe auxiliary premise and the location at the ski/golf area: VAL HALLA GOLF COURSE
   60 VAL HALLA RD. CUMBERLAND, ME 04021

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

4. What is the distance from the premise to the nearest school, school dormitory, church, chapel or parish house, measured from the main entrance of the premise to the main entrance of the school, school dormitory, church chapel or parish house by the ordinary course of travel? 1 1/2 MILES

   Which of the above is nearest? GREENLY HIGH SCHOOL

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

Dated at: CUMBERLAND MAINE on NOVEMBER 2, 2006

[Signature]

EDWARD F. GRIBBON
WILLIAM R. SHANE

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

Print Name

AugLicApp /2003
If a manager or steward is employed, complete the following:

**Name:** EDWARD F. GRIFFIN

**Date of Birth:** [Redacted]

Signature of officer or owner

WILLIAM R. SHANE TOWN MANAGER

Print Name & Title of Officer or Owner

[Signature]

Date [Redacted]
STATE OF MAINE

Dated at: ___________________________ , Maine ___________________________ $9

On: ___________________________ Date

The undersigned being: □ Municipal Offices □ County Commissioners of the

□ City □ Town □ Plantation □ Unincorporated Place of: ___________________________

Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 36A, Maine Revised Statutes and hereby approve said application.

Signature ___________________________ Print Name ___________________________
APPLICATION FOR A SPECIAL AMUSEMENT PERMIT
FOR MUSIC, DANCING AND/OR ENTERTAINMENT

Name of Applicant: TOWN OF CUMBERLAND
Phone: 829-2205

Residence of Applicant: 290 TUTTLE RD, CUMBERLAND, ME 04021

Business Name: VALHALLA GOLF COURSE
Bus. Phone: 829-2225

Business Address: 60 VALHALLA RD, CUMBERLAND, ME 04021

Name of Manager: NED GREGG
Phone: 829-2225 Ext 3

Residence of Manager: [Redacted]

Type of Entertainment Applied for: MUSIC, DANCING AND/OR ENTERTAINMENT

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

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

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

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

[Signature]
Applicant's Signature

[Date]
Date

For Town Office Use Only:

[Redacted]
Municipal Officers:
Approved:
Disapproved:
Comment:

Application Received:
Public Notice Posted:
Date Issued:
Date of Expiration:
REQUEST FROM
DAVID SWAN
FOR CONTRACT ZONE
AT 317 MAIN STREET

06-190
November 27, 2006

SUBJECT: Main Street Senior Housing Project

Dear Main Street area resident:

The Cumberland Town Council will hold a public hearing at 7:00 p.m., Monday, December 11, 2006, in the Town Council Chambers, 290 Tuttle Road, to hear a request from developers David Swan and Rick Wortley to construct seven units of senior housing at 317 Main Street - a one acre parcel immediately adjacent to Osgood Drive and across the street from the Food Stop. A red home sits on the site currently.

The developers are seeking a Contract Zone to increase the building density from the permitted two units or duplex to seven units located within three buildings (see attached diagrams). The Council must determine there is a public benefit when considering a Contract Zone request. The developers believe there is a demand for additional senior housing and proposes two of the seven units be designated as affordable under the Maine State Housing Association’s guidelines. This proposal will require Planning Board review under the Site Plan and Subdivision Ordinances. The Town Council’s December 11th public hearing is the first step in a multi-step process which will provide additional opportunities for public participation.

The meeting will begin with a presentation by the developer followed by a public hearing to receive comments from the interested public. Written comments will also be accepted prior to the meeting and distributed to the Town Council. Please mail written comments to my office or submit via email to wshane@cumberlandmaine.com.

The attached information and language regarding Contract Zone requirements will be posted on the town’s website (www.cumberlandmaine.com). The Town Council and I encourage you to share your comments related to this proposal. Please contact me with any questions.

Sincerely,

William R. Shane
Town Manager

Cc: Cumberland Town Council
Sec. 606  **Contract Zoning**

606.1  In consideration of a request for change in zoning classification for a particular property or group of properties under the provisions of Sec. 605, the Town Council may impose certain restrictions on the use of the property where it finds that such conditions are necessary to protect the public health, safety, and general welfare, and when the Town Council seeks to advance desired land use objectives not inconsistent with the Comprehensive Plan, and where such uses provide a clear public purpose or benefit.

606.2  **Standards:**

1. Any zone change adopted pursuant to this section shall be subject to a contractual agreement executed by authorized representatives of both the property owner and the Town, providing for the implementation and enforcement of the conditions of the agreement;

2. The agreement shall only include conditions which relate to the physical development or operation of the property;

3. Any zone change permitted under this section shall be consistent with the Comprehensive Plan of the Town.

4. The proposed contract zoning agreement shall clearly describe the extent of variation (if any) from the lot standards for the zone in which the parcel is located.

606.3  **Conditions:**

In considering the conditions for approving a zone change under these provisions, the Town Council may consider the following factors:

1. Limitations of the number and type of permitted uses of the property;
2. The height and lot coverage of any structure;
3. The setback of any structure;
4. The lot standards.
5. The hours of operation for the proposed use.
6. The installation, operation and maintenance of physical improvements such as parking lots, traffic control devices, fencing, shrubbery and screening;
7. The creation of open space areas or buffer zones;
8. The dedication of property for public purposes, such as streets, parks, utility systems, and conservation easements.
Notice Requirements and Procedures

.1 The Town Council shall hear the request for a contract zoning proposal and decide whether to continue consideration of the proposal by referring the matter to the Planning Board for an advisory recommendation.

.2 In accordance with 30-A MRSA Sec. 4352(8) for contract rezoning, the Planning Board shall hold a public hearing and prior to it post a notice in the municipal office, publish it twice in the newspaper and send it to the property owner and all abutters within a 500’ radius.

The notice shall include a map of the property and all the proposed conditions and restrictions of the rezoning.

.3 The Planning Board shall make a recommendation to the Town Council on the proposal and its conformance with the Town’s Comprehensive Plan and land use goals. This recommendation is advisory in nature; the Town Council may act independently of the recommendation of the Planning Board.

.4 The Town Council shall hold a public hearing, and following any testimony, approve, modify or deny the contract zoning request. If the Town Council modifies the proposal by doing any one or more of the following:

   a. Add to the list of permitted uses;
   b. Eliminate or make less restrictive performance standards;
   c. Reduces setback requirements;
   d. Increases the density beyond that allowed in the zone;
   e. Makes any other change or changes which substantially modify the proposed agreement that was presented to the Planning Board;

the proposal will need to be referred again to the Planning Board for a public hearing and recommendation to the Council.

.5 The term of the contract zoning agreement shall be set forth in the contract agreement. Any violation of the contract zoning agreement shall be considered a violation of the Town’s Zoning Ordinance and shall be subject to enforcement under the provisions of 30-A M.R.S.A. §4452. The contract zoning agreement may include additional provision concerning enforcement of specific provisions of the agreement.

[Amended, effective: 2/27/06]
Appoint Alex Kimball as Finance Director and Michael Crosby as IT/Communications Director
Alex Kimball

Primary Professional Experience

**Buyer**

Cadillac Mountain Sports  
Bar Harbor, ME  
August 2002 - Nov 2004

- Analyzed reports from the POP system to aid in SKU level purchasing decisions for my department and larger scale buying decisions for the company as a whole.
- Responsible for all of the purchasing, receiving, merchandising and training regarding my product group; management of Product Advisors during floor shifts; involvement in all aspects of the business such as making procedural changes, assisting at store openings, and other decisions regarding the overall focus of the stores.

**Operations Manager**

Aris Corporation  
Seattle, WA  
Sept. 2000 - July 2001

- Manager of the 8-person operations group for the northwest region of this internet consulting firm; served as the local representative of the corporate Human Resource group handling issues regarding new employees, reviews, and also layoffs and terminations; maintained regional utilization reports tracking employee productivity on a weekly basis; reported directly to the Regional Director; assisted in any other management, accounting and facilities duties as needed.

**Facilities Manager**

Luminant Worldwide  
formerly Free Range Media  
Seattle, WA  

- Handled all regional facilities issues including expansions, improvements, new offices, lease agreements, sublets, and maintenance of the Seattle and San Francisco offices; also served as Operations Coordinator providing a link between the accounting, human resources, information systems and administrative groups to keep all these workgroups interacting successfully; assisted Controller in merger with Luminant Worldwide and in work leading up to the new companies IPO; oversaw construction of new San Francisco office after Free Range Media merged with Luminant Worldwide.

**Business Manager**

Seattle Glassblowing Studio  
Seattle, WA  

- Responsible for all business components of this varied and successful venture; established new procedures and business plans during a period of explosive growth for the business including the conversion from single-proprietor to corporation, the purchase of the current business location, the subsequent remodel of the 6000 sf building, and the establishment of an extremely successful program of glassblowing classes; responsible for all revenues and expenses relating to four major branches of the business: wholesale distribution of glass art produced in-house, retail sales from the attached gallery, glassblowing classes, and rental income.

Education

**Bachelor of Arts in Science in Society**

Wesleyan University  
1988 - 1992
Nature of Work

This is responsible and complex accounting and administrative work in the maintenance and operation of the Town's finances. The Director is responsible for the organization, financial management, general administration and efficient operation of the Department.

The position requires the performance of varied accounting assignments involving the application of bookkeeping skills for the complete set of municipal books and accounts. Work involves maintaining computerized and paper records of all municipal accounts and the oversight of all accounting functions. Work also involves the preparation of bonds and tax anticipation notes and the investment of public funds. The position also works closely with the Town Manager in the preparation of the annual budget.

Work is performed with considerable independence under the general supervision of the Town Manager. Work is reviewed through discussion, reports and results achieved.

Illustrative Examples of Work

Oversees the full accounting operations of the Town including the various enterprise funds for Cumberland Meadows Senior Housing, Cumberland Housing Authority, Val Halla Golf and Recreation Center and the sewer fund.

Responsible for the disbursement of all monies, monitoring revenues and expenditures, and issuing checks.

Supervises the preparation of the bi-weekly payroll for all departments including all recordkeeping for deductions.

Maintains general and subsidiary records of Town accounts according to established procedures.

Prepares a variety of reports on the Town's financial position. Oversees and coordinates Town's annual external financial audit, working with outside audit firm, prepares all accounts and financial statements for audit.

Assists the Town Manager in the preparation of the annual municipal budget.

Analyzes the Town's cash flow needs, and either invests surplus funds or prepares a tax anticipation note.

Maintains accurate and detailed records of all town bank accounts, including reconciliation of all statements.

Oversees the operation of the Town's mainframe computer system. Works closely with vendor to make necessary improvements or modifications to programs.
• Considerable knowledge of modern methods of receiving, depositing and disbursing large amounts of money.

• Willingness to show initiative and discretion in the performance of duties.

• Experience in budget preparation and administration.

• Ability to provide leadership, to deal courteously and effectively with others, and to establish and maintain effective relationships with supervisor, department heads, staff, and the public.

• Ability to speak, read, and write English at the 12th grade level.

• Working knowledge of Microsoft Word, Excel and Windows 95 operating system.

• Ability to express oneself in such a way that one is readily and clearly understood, both verbally and in writing.

• Ability to hear within three feet and on the telephone.

• Ability to lift, push and pull objects weighing up to 25 lbs.

• Ability to operate a calculator, adding machine and personal computer for extended periods of time, with sufficient breaks.

• Ability to sit for long periods of time.

• Ability to deal with frequent interruptions due to phone calls and visitors.

• Ability to arrange or deal with tasks in order of importance.

• Ability to work independently.

• Ability to supervise and direct others.

• Ability to maintain composure in difficult and emotionally challenging situations.

• Ability to speak before both small committees and large groups, answering questions and explaining procedures and policies.

• Ability to personally perform the work of subordinates if necessary to supplement staff deficiencies.

Desirable Training and Experience

Considerable experience including administrative responsibility in work involving the receipt, deposit, and disbursement of large amounts of money and involving a number of accounts. Graduation from a college or university with a four year degree in public administration, business administration or financial management strongly preferred; CPA, MBA or MPA preferred; or any equivalent combination of experience and training.

FLSA Exempt
Michael A. Crosby
221 Duck Pond Road
Westbrook, Maine 04092
207-797-6016
macro@maine.rr.com

EXPERIENCE

February 1984 to July 2006
Town of Yarmouth Maine Water Pollution Control Facility, Yarmouth, ME
Superintendent of Wastewater
• Responsible for the supervision of the facility and its crew, maintenance of all equipment, purchasing, and budgeting.
• Holds active Maine grade Five (5) B and Maine grade One (1) PC wastewater treatment plant operator's licenses.
• This facility was the 1996 recipient of the Richard P. Goodnow Award, issued by the Maine Wastewater Control Association for outstanding operation and management of a water pollution control facility.

July 1991 to October 1993
Town of Yarmouth Maine Water Pollution Control Facility, Yarmouth, ME
Construction Field Inspector/Owner's Site Representative
• Responsible for construction field inspection to ensure compliance with contract documents, specifications, and drawings during a five million dollar upgrade of the town's wastewater collection system and treatment works.

July 1981 to February 1984
Town of Yarmouth Maine Water Pollution Control Facility, Yarmouth, ME
Operator/Mechanic for the Wastewater Treatment Facility

EDUCATION

July 2005 to April 2006
TECCME at the University of Southern Maine
• Completed a nine month Microsoft Systems Engineering course
• Obtained certification as a Microsoft Certified Systems Administrator in Windows 2003 Server

September 2000 to present
Portland Adult Education, VTEC, TECCME, other
• Completed coursework in Microsoft Exchange Server 2003, Linux, J++, VB.NET, MSOffice, programming in MS Access.

September 1999 to April 2000
VTEC/Inacom, South Portland, Maine
• A+ Certification, Network + Certification through CompTIA
• Obtained certification as a Microsoft Certified Professional

September 1996 to May 1997
University of Southern Maine, Portland, Maine
• Calculus

September 1980 to May 1981
New England Regional Wastewater Institute, South Portland, Maine
• Received certificate for completion of a nine month wastewater treatment plant operator course.
TOWN OF CUMBERLAND
Job Description

Job Title: Information & Technology Director
Department: Communications & Technology
Reports to: Town Manager
FLSA Status: Exempt
Pay Grade: Non Union

GENERAL SUMMARY:

Plan, coordinate and supervise all information system functions for the Town. Responsible for the operation and maintenance of the information processing system including hardware and software. Work involves assessing the need for, recommending and developing application software; systems operations including troubleshooting problems, recovery and back-up; maintaining liaison with systems users; assessing software needs; planning for ongoing information systems needs; and monitoring the Communications & Technology budget. Responsible for organization and maintenance of the town’s website and public access channel.

Also responsible for the town’s Geographic Information System (GIS). The Director will work with town staff and officials to understand their needs, and help them integrate GIS solutions for their needs as appropriate.

ESSENTIAL JOB FUNCTIONS:

Intranet/Network:
- Develop, implement and maintain a town intranet
- Install and maintain network cabling
- Install and configure peripherals
- Plan, supervise and coordinate all Information Systems functions performed by the Town

Administration/Maintenance:
- Assist the Town Manager in determining the long-term technology needs of the town by translating business requirements into business solutions through a variety of technology mediums
- Oversee software implementation including training users
- Recommend policies on system use and services
- Oversee data processing operations including exception handling; system crash recovery; and system back-up procedures
- Prepare and administer Communications & Technology budget
- Maintain liaisons with system users
- Perform component-level diagnostics and repairs of computer systems
- Act as liaison to Time Warner Cable for the purpose of maintaining and updating the Town’s Franchise Agreement
KNOWLEDGE/SKILLS/ABILITIES REQUIRED:

- Strong inter-personal and communication skills; capable of writing proposals or papers, acting as a vendor liaison, making presentations to management or council and working closely with upper management.
- Ability to install and maintain software; at the workstation and the server.
- Ability to assist municipal departments in the effective implementation of technologies that will improve or enhance services.
- Ability to evaluate hardware and/or software issues and take or recommend appropriate corrective action.
- Assist in the investigation and recommendation of new and emergent technologies, specialized microcomputer hardware/peripherals, software, etc.
- Extensive knowledge of the principles and practices of information systems management in order to diagnosis and repair, and the installation and configuration of networking equipment.
- A solid understanding of networking/distributed computing environment concepts; understands principles of routing, client-server programming, and the design of consistent network-wide file system layouts.
- Extensive knowledge of the state of the art of the computer industry and ability to analyze and make recommendations for upgrading the Town’s system.
- A solid understanding of the operation of a heterogeneous environment consisting of UNIX, Windows NT and Windows 95 operating systems.
- Experience using relational databases and a database query language.
- Extensive knowledge of the methods involved in planning, organizing and administering a multi-application data processing system.
- Skill in the use of and development of computer systems particularly application software development and implementation.
- Experience with TCP/IP networking protocols, and networks that contain routers.
- Ability to prepare and maintain required records, reports and documentation.
- Ability to prepare and administer a budget.
- Ability to establish and maintain effective working relationships with systems users, city officials, hardware and software vendors, and the general public.

PHYSICAL REQUIREMENTS:

Physical demands: sitting, standing, climbing stairs, adjusting, connecting, lifting (up to 50 lbs), bending, keyboarding, filing, pulling, pushing, carrying, writing, walking, and operating equipment. The physical requirements described here are representative of those that must be met by the incumbent to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear within three feet. Specific vision abilities required by the job include close vision, distance vision, and the ability to adjust focus. Must be capable of operating a motor vehicle.
Town of Cumberland
Cable TV Coordinator
Job Description

Nature of Work

This is a non-regular, part time position responsible for coordinating the town’s cable TV operation including the supervision, training, and scheduling of camera operators; the operation of audio-video equipment for recording and broadcasting of local government meetings; and for the maintenance of the Powerpoint bulletin board computer, but not the postings. The employee in this position works a flexible schedule involving approximately 2-4 night meetings per month as well as time spent in maintaining equipment and other related duties. The employee is compensated on an hourly basis, however when recording a government meeting, the employee is paid $25.00 for the first three hours, regardless of meeting length.

The employee in this position reports to the Assistant Town Manager. Except for important or unusual assignments, which may involve careful instruction and supervisory review, work is normally carried out in accordance with only general instruction and is subject to review of methods and results.

Illustrative Examples of Work/Essential Functions

- Operates all equipment necessary to record and broadcast local government meetings including: remote control cameras, video and audio mixers, character generator, video recorder, hearing assistance system, wireless microphones, and video projection equipment. Also maintains the Powerpoint bulletin board equipment. Ability to troubleshoot problems as they arise.

- Trains, schedules and supervises camera operators. Must be able to effectively supervise others.

- Ability to keep varied records, to assemble and organize data, and to prepare standard reports from such records.

- Ability to work a flexible schedule, primarily evenings.

- Must demonstrate an aptitude for acquiring and utilizing technical skills.

- Must possess manual dexterity required for operating a keyboard and audio-video equipment.

- Ability to sit for long periods of time.

- Must possess the ability to deal courteously with the public and to establish and maintain effective working relationships with other employees.

- Must possess the ability to arrange or deal with tasks in order of importance.

- Ability to work independently.

- Ability to hear within three feet and on the telephone.

- Ability to lift, push and pull objects weighing up to 40 lbs.

Desirable Experience and Training

High school diploma or equivalent preferred, as is at least two years experience in a communications environment.

FLSA Non-exempt

Created on 8/8/01
REQUEST FROM ANDREW TODD FOR PROPERTY TAX ABATEMENT MAP 103, LOT 84

06-192
To: William R. Shane, Town Manager
From: William Healey, Town Assessor
Date: November 20, 2006
Re: Council Abatement for Todd Property

We have recently received a survey indicating that a parcel located on Grange Road, Chebeague Island, referred to as Tax Map 103 Lot 84, and assessed to Andrew Todd does not exist. I have been seeking information on this parcel for a number of years now and finally have the proof I need to remove it from the assessment database. For “housekeeping” purposes, I am requesting that the Council abate the 2005 property taxes for this parcel in the amount of $111.93. Please see me with any question or concerns.
November 16, 2006

Mr. Scott Seaver
Administrative Assistant
Town of North Yarmouth
10 Village Square Road
North Yarmouth, Maine 04097

Re: Sidewalk Snow Plow Operations

Dear Scott:

Per our discussion over the past few months regarding sidewalk plowing, the following is a breakdown of our costs: The operator cost would be at OT rate and would be $25 per hour. The equipment cost would be charged at $25 per hour which would include fuel and all maintenance, insurance etc. Total hourly cost would be $50 and we would work to have the sidewalks open for School walkers whenever possible.

If you wanted the sidewalks sanded, we could look at the same hourly rate and keep track of the sand/salt mix typically a heavier mixture than our sand pile and depending on the conditions could be as high as 50/50 sand to salt. Straight salt is not as easy to run through the machine’s sander drop box. The machine does not carry very much sand and requires frequent filling if application rates are high. We typically have put out enough for traction purposes only, but that’s your call if you’d like more or less material. Material cost $20/cy for sand salt mix spread only when requested by your Road Commissioner Don Chaisson or designated appointee.

I would recommend Don and Steve Googins and Adam Ogden meet to discuss the coordination of the sidewalk plowing and to have the sidewalks staked out at driveways, curves and changes in direction to minimize lawn damage. Adams cell number is 650-5323 and Steve’s is 650-5322.

I would bill you monthly broken out on a storm by storm basis if this is an acceptable arrangement for you. We should probably meet at the end of the winter to evaluate the program from both sides. Please call me if you have any other questions or ideas on how we may be able to collaborate on other Town services.

William R. Shane, P.E.
Town Manager

cc: Adam Ogden, Public Works Administrator
Steve Googins, Public Works Foreman
Town Council