

**TOWN OF CUMBERLAND  
MEETING OF THE TOWN COUNCIL  
SEPTEMBER 25, 2000**

\* 6:30 P.M. WORKSHOP: Council/ Town Attorney - Smalls Brook – Silent Second Mortgage \*

- I. Call to order at the Cumberland Town Hall at 7:00 p.m.
- II. Approval of Minutes:
  - a. August 28, 2000
  - b. September 11, 2000
- III. Manager's Report
- IV. Public Discussion
- V. Legislation and Policy
  - 00-81 To hear presentation of Cable TV Advisory Committee.
  - 00-82 To set date for council meeting in October.
  - 00-83 To authorize tax abatements: town owned property.
- VI. Correspondence
- VII. New Business
- VIII. WORKSHOP - Impact Fees, Development Rights, Conservation Easements, etc.
- IX. EXECUTIVE SESSION: Hardship Abatement
- X. Adjourn

**MEMBERS OF THE TOWN COUNCIL**

Stephen Moriarty (Chair)	829-5095	James Phipps	846-6274
Mark Kuntz	829-6482	Harland Storey	829-3939
John Lambert, Jr.	781-5282	Peter Bingham	829-5713
Jeffrey Porter	829-4129		

Town of Cumberland web site: [www.cumberlandmaine.com](http://www.cumberlandmaine.com)

## MEMO

TO: Town Council  
FROM: Robert Benson  
RE: Town Council Agenda for Monday, September 25, 2000  
DATE: September 21, 2000

The purpose of the workshop with the Town Attorney is to allow the Town Attorney to brief the council on a proposed revision regarding the silent second mortgage on properties in Smalls Brook. The proposed draft will enable residents of Smalls Brook to apply for home equity loans with Peoples Savings Bank with the bank and the town sharing a portion of the silent second mortgage. The agreement is in draft form. Communications between the banks attorney and Ken Cole are continuing so I have not enclosed the lengthy draft. Ken can brief you on the intent and when the document is complete it will be presented to the Council for action.

Agenda item # 81 is to bring you up to date on the progress the Cable TV committee has made. Ken Cole will be there to answer any questions the Council may have as will the committee. Council action if desired can take place as a result of the agenda item and authorizing the town manager to proceed with this project.

Item #82 is self-explanatory.

Item #83 This is property that has been deeded to the town - the Moulton subdivision and the Doane property. The council has to abate these taxes.



**Jensen Baird  
Gardner & Henry**

WALTER E. WEINER  
KENNETH M. COLE III  
NICHOLAS S. NADZO  
FRANK H. FRYE  
DAVID J. JONES  
MICHAEL A. NELSON  
RICHARD H. SPENCER, JR.  
RONALD A. EPSTEIN  
WILLIAM H. DALE  
JOSEPH H. GROFF III

F. BRUCE SLEEPER  
DEBORAH M. MANN  
LESLIE E. LOWRY III  
PATRICIA MCDONOUGH DUNN  
MICHAEL J. QUINLAN  
R. LEE IVY  
NATALIE L. DUKES  
SALLY J. DAGGETT  
BRENDAN P. RIELLY  
SUZANNE R. SCOTT

ATTORNEYS AT LAW  
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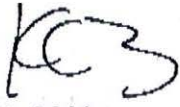
RAYMOND E. JENSEN  
M. DONALD GARDNER  
MERION G. HENRY  
JOHN D. BRADFORD  
JAMES E. KAPLAN  
OF COUNSEL

KENNETH BAIRD  
(1914-1987)

YORK COUNTY  
OFFICE  
11 MAIN STREET, SUITE 4  
KENNEBUNK, MAINE 04043  
(207) 985-4676  
TELECOMMER (207) 985-4932

**MEMORANDUM**

TO: Bob Benson

FROM: Ken Cole 

DATE: September 21, 2000

RE: Background of Silent Second Mortgages

As I am sure you remember, the Town, in 1991, helped George Rickley develop the Small's Brook affordable housing project. A part of that was a Contract Zoning Agreement that waived certain zoning provisions in the Town relating to lot size, road standards and others that made the development that much cheaper to build. As a quid pro quo for that Contract Zoning Agreement, George Rickley agreed that on each sale of the 49 lots at Small's Brook, a second mortgage would be given to the Town by the new owner for \$20,000.00. This is the so-called Silent Second Mortgage, and we enclose herewith a copy of a typical silent second mortgage and note.

In essence, the silent second mortgage and note permitted the homeowner to acquire the Town's equity investment in the project without paying that additional amount at closing. The mortgage then remained automatically assumable so long as the house was resold to another affordable purchaser. No payments were ever required, although interest accrued, at four percent (4%), throughout the term.

As some of the lots at Small's Brook have been sold to nonaffordable buyers, the accrued interest and the silent second have been paid off and those parcels are no longer subject to that mortgage. To the extent that the new purchaser has been an affordable buyer, the accrued interest has been paid at closing and the 4% has begun to accrue again. The problem that has arisen, however, is not in regard to sales to affordable or nonaffordable purchasers, but rather the ability of the current owners to get a home equity loan.

Since the Town's position is that of a second mortgage holder and for the amount of \$20,000.00 plus accrued interest, and since that mortgage, in almost all events is junior to an

Jensen Baird  
Gardner & Henry

September 21, 2000

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outstanding first mortgage representing a substantial amount of the equity in each of the homes, that various credit unions and banks have refused to take a third position behind the silent second of the Town and the outstanding first mortgage. The Town's position has been all along that it would not subordinate to third mortgages since that would jeopardize its security position in a foreclosure. As a result of this problem, the Town approached Peoples Bank more than six months ago to try to negotiate an arrangement by which home equity loans could be made. You have the correspondence in that regard and, as you can see, we have now reached the stage where a master Intercreditor Agreement has been proposed. Although I have certain problems with it relating to our rights as a municipality, generally speaking I believe it is an excellent draft and could probably resolve our home equity issue. The only wrinkle that should be clearly understood by the Council is that although we will not be in third position, we will share our priority position with the home equity lender. Therefore, there is still a risk of loss in the event of any foreclosure since we would have to split any recovery after the first mortgage on a pro rata basis with the home equity holder.



PROMISSORY NOTE

\$20,000.00

Cumberland, Maine  
\_\_\_\_\_, 1994

FOR VALUE RECEIVED, the undersigned jointly and severally promise to pay to the TOWN OF CUMBERLAND, a municipal corporation, having its principal address at 10 Drowne Road, Cumberland, Maine 04021 (the Town of Cumberland, its successors and assigns, the "Lender"), at the principal address of the Lender, the principal sum of TWENTY THOUSAND DOLLARS (\$20,000.00) together with interest thereon as follows:

1. Interest on the outstanding principal balance shall accrue at the greater of (i) the simple rate of four (4%) percent per annum on the original principal amount hereof, or (ii) annually at the then-annual rate of inflation of housing costs for comparable housing as set forth from time to time in the Greater Portland Data Book, as prepared by Market Decisions, Inc. pursuant to a project of the Chamber of Commerce of the Greater Portland Region (or like publication, as may be agreed between the parties to the Zoning Agreement (as hereinafter defined)).

2. The outstanding principal balance and all accrued interest shall be payable in full to Lender in the event the Premises (as hereinafter defined) is sold to a purchaser who is not a "qualified purchaser," as such term is defined in the Zoning Agreement, all as more particularly set forth in the Zoning Agreement.

This Note is being entered into pursuant to and in accordance with that certain Second Amended Contract Zoning Agreement by and between the Town of Cumberland and George R. Rickley dated October 21, 1991 and recorded in the Cumberland County Registry of Deeds in Book 9760, Page 328, as assigned to Casco Partners, Inc. by assignment dated October 21, 1991 and recorded in said Registry of Deeds in Book 9760, Page 339, and as amended by Amendment to Second Amended Contract Zoning Agreement dated January 27, 1992 and recorded in said Registry of Deeds in Book 9893, Page 217, and the Second Amendment to Second Amended Contract Zoning Agreement dated February 10, 1993 and recorded in said Registry of Deeds in Book 10552, Page 5 (the "Zoning Agreement"), which Zoning Agreement is incorporated herein by reference.

In the event any payment due hereunder shall not be made by the undersigned when such payment is due and payable, a late charge of Five (\$.05) Cents for each Dollar (\$1.00) so overdue may be charged by the Lender for handling such delinquent payment.

This Note is a mortgage note and is secured by a mortgage deed of even date herewith, made by the undersigned to the Town of Cumberland (the "Mortgage"), affecting property more



particularly described therein (the "Premises"). All of the covenants, conditions, provisions and agreements contained in the Mortgage are by this reference incorporated herein and made a part hereof. Upon: (i) default in making any payment of principal or interest hereunder when due and payable; or (ii) the occurrence of an event of default hereunder or under the Mortgage, the unpaid principal balance hereof and all accrued interest shall become immediately due and payable.

The undersigned hereby severally waives presentment, demand, notice and protest, and agrees to pay all costs of collection, including reasonable attorney's fees and disbursements, and agrees that Lender may, without notice and without affecting the undersigned's liability, extend time to, or compound, waive or release any right against the undersigned together with the undersigned's respective heirs, executors, administrators, successors and assigns.

Lender agrees that no action, other than a foreclosure action in respect of the Mortgage, shall be brought against the undersigned for payment of the indebtedness evidenced by this Note or for the undersigned's performance of any of the terms, covenants or conditions or any indemnity herein contained or contained in any other instrument executed in connection with this Note or the Mortgage, and in any action to foreclose the Mortgage or otherwise, the undersigned shall not be liable for any deficiency between the total amount due and payable under this Note, the Mortgage and any other loan document and the proceeds of the foreclosure sale, and no deficiency or other money judgment (other than a foreclosure judgment) will be sought against the undersigned; provided, however, that nothing contained in this paragraph shall impair the validity of the indebtedness evidenced by this Note or in any way affect or impair the lien of the Mortgage or the right of Lender to foreclose the Mortgage following default (a) in the making of any payment herein required or required pursuant to the Mortgage or (b) in the performance of any of the covenants contained in this Note or in the Mortgage.

This Note and the Mortgage shall be non-assignable by Lender.

Witness:

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David E. Shaw

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Kimberly M. Shaw

G:\KRA01\SALES\LOT22\PR-NOTE



MORTGAGE DEED

KNOW ALL PERSONS BY THESE PRESENTS, that DAVID E. SHAW and KIMBERLY M. SHAW, individuals residing at 12 Church Street, Yarmouth, Maine, (collectively, "Grantor"), for consideration paid, the receipt and sufficiency of which is hereby acknowledged, does hereby GIVE, GRANT, BARGAIN, SELL, ASSIGN and CONVEY unto the TOWN OF CUMBERLAND, a municipal corporation, ("Grantee"), its successors and assigns forever, certain real property known as Lot 22, "Small's Brook Crossing", Cumberland, Maine, and being more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Premises"), to secure the payment of TWENTY THOUSAND DOLLARS (\$20,000.00), with interest and other charges, as applicable, in accordance with the terms and conditions of a Promissory Note of even date or near-even date herewith given by the Grantor to Grantee (the "Promissory Note"), and to secure other obligations, all as hereafter set forth.

As further security for payment of the indebtedness and performance of the obligations, covenants and agreements secured hereby, Grantor hereby transfers, sets over and assigns to Grantee all of the property described in Exhibit B attached hereto and made a part hereof now or hereafter located on, arising in connection with or affixed to the Premises or used therewith, and which may now be owned or may be hereafter owned by Grantor (all of which property is hereafter collectively referred to as "Collateral").

TO HAVE AND TO HOLD the aforegranted and bargained Premises and Collateral with all the privileges and appurtenances thereof, to Grantee, its successors and assigns, to its use and behoof forever; PROVIDED NEVERTHELESS, that this deed and the Promissory Note shall be void at such time as Grantor shall have paid to Grantee the sum of TWENTY THOUSAND DOLLARS (\$20,000.00), with interest and premium thereon and other charges, if applicable, in accordance with all the terms and conditions of the Promissory Note, and (b) Grantor shall have performed all obligations, covenants and agreements contained in the Promissory Note, and (c) Grantor shall have repaid when due all advances made by Grantee to, or for the benefit of, Grantor pursuant to this deed, and (d) Grantor shall have performed all of Grantor's obligations, covenants and agreements contained in this deed; otherwise this mortgage and the Promissory Note shall remain in full force.

This mortgage is being entered into pursuant to and in accordance with that certain Second Amended Contract Zoning Agreement by and between The Town of Cumberland and George R. Rickley dated October 21, 1991 and recorded in the Cumberland County Registry of Deeds in Book 9760, Page 328, and assigned to



Casco Partners, Inc. by assignment, dated October 21, 1991 and recorded in said Registry of Deeds in Book 9760, Page 339, and as amended by Amendment to Second Amended Contract Zoning Agreement dated January 27, 1992 and recorded in said Registry of Deeds in Book 9893, Page 217 and Second Amendment to Second Amended Contract Zoning Agreement dated February 10, 1993 and recorded in Book 10552, Page 5 (the "Zoning Agreement"), which Zoning Agreement is incorporated herein by reference.

Grantor represents, covenants and agrees with Grantee as follows:

1. Grantor is lawfully seized of an indefeasible estate in fee simple, free from encumbrances, except as may be specifically noted herein, and has good right and power to convey the Premises to Grantee to hold as aforesaid, and that Grantor shall and will Warrant and Defend the same to Grantee forever against the claims and demands of all persons, except as aforesaid.

2. Grantor shall pay all sums secured hereby when due.

3. Grantor shall occupy the Premises as Grantor's principal residence and shall not use the Premises as an investment property.

4. As of the date hereof, Grantor is a "qualified purchaser," as such term is defined in the Zoning Agreement.

5. Grantor shall pay, when due, all taxes and assessments of every type or nature levied or assessed against the Premises and any claim, lien or encumbrance against the Premises which may be or become prior to this mortgage.

6. Grantor shall keep the Premises insured against loss or damage by fire, the perils against which insurance is afforded by the Extended Coverage Endorsement, and such other risks and perils as Grantee in its discretion may require from time to time. The policy or policies of such insurance shall be in such form and shall be in such amounts as Grantee may require but in no event for less than the amount required to provide payment in full of the costs of complete reconstruction and restoration of any damage and/or destruction resulting from casualty required to be insured hereunder; without deduction or reduction on account of any "co-insurance" or similar provisions; shall be issued by a company or companies approved by Grantee; and shall contain the standard Maine Mortgagee Clause with loss payable to Grantee. Subject to the rights of a holder of any prior mortgage, whenever required by Grantee, such policies or copies thereof, shall be delivered immediately to, and held by, Grantee. Any and all amounts received under any such policies may be applied by Grantee on the indebtedness secured hereby in such manner as



Grantee may, in its sole discretion, elect; or, at the option of Grantee, the entire amount so received or any part thereof may be released. Upon foreclosure of this mortgage or other acquisition of the premises or any part thereof by Grantee, such policies shall become the absolute property of Grantee, but receipt of any insurance proceeds and any disposition of the same by Grantee shall not constitute a waiver of any rights of Grantee, statutory or otherwise, and specifically shall not constitute a waiver of the right of foreclosure by Grantee in the event of default or failure of performance by Grantor of any covenant or agreement contained herein or any note secured hereby.

7. Grantor (i) shall maintain the Premises in good condition and repair; (ii) shall not commit or suffer waste thereof; (iii) shall comply with all environmental laws, ordinances, regulations, covenants, conditions and restrictions affecting the Premises and will not suffer or permit any violation thereof; and (iv) shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions materially affecting the Premises and will not suffer or permit any violation thereof.

8. If default be made in payment, when due, of any indebtedness secured hereby, or in performance of any of Grantor's obligations, covenants or agreements under this mortgage or under any prior mortgage, or under the Promissory Note, Grantee may do and pay for whatever is necessary to protect the value of the Premises and Grantee's rights in the Premises, including, without limitation, entering upon and taking possession of the Premises, having a receiver appointed, and making repairs to the Premises.

All additional sums expended by Grantee under this paragraph shall accrue interest at the rate of interest per annum set forth in the Promissory Note and all such sums and interest thereon shall be fully secured hereby.

9. No delay by Grantee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

10. Subject to the rights of a holder of any prior mortgage, Grantee, at its option, may accelerate the maturity of the indebtedness secured by this mortgage, and may exercise any one or more default remedies, including foreclosure of this mortgage (a) in the event any owner of the Premises during the period of such ownership shall die, be adjudged incapacitated, make an assignment for the benefit of creditors, file a petition in bankruptcy, petition or apply to any tribunal for the appointment of a custodian, receiver or any trustee for it or a



substantial part of its assets, or shall commence any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or (b) if there shall have been filed any such petition or application, or any such proceeding shall have been commenced against such owner, in which an order for relief is entered or which remains undismissed for a period of thirty (30) days or more.

11. This mortgage, all grants of real property and security interests in personal property, as well as all rights granted Grantee herein in and to the Premises and the Collateral are subject to the lien of BancBoston Mortgage Corporation in and to the Premises under that certain mortgage made by Grantor to it dated of even date herewith and to be recorded in the Cumberland County Registry of Deeds immediately prior hereto (the "First Mortgage"). Grantor agrees to perform, or cause to be performed, when due, all the obligations of Grantor set forth in the First Mortgage, and to perform all statutory and other conditions of the First Mortgage and to pay or cause to be paid, when due, all indebtedness secured thereby; Grantor agrees that a default in the payment or performance of the First Mortgage shall be a default under this mortgage entitling Grantee to exercise any one or more default remedies hereunder. With respect to the First Mortgage, Grantor agrees that if an event of default shall have occurred under the First Mortgage, then in addition to any other rights and remedies available to Grantee, Grantee may, but need not, make any payment or perform any act required under the First Mortgage in any form and manner deemed expedient by Grantee, and may, but need not, make full or partial payments of principal or interest on the First Mortgage or the note secured thereby, and if Grantee shall make any such payments on the First Mortgage or the note secured thereby, such payments are agreed by Grantor to be further advances by Grantee to Grantor under the provisions of this mortgage for the preservation and protection of the security of this mortgage and shall be repaid by Grantor to Grantee upon demand by Grantee with interest rate thereon equal to the interest rate set forth in the Promissory Note, and all such sums and interest thereon shall be fully secured hereby.

12. (a) Subject only to the rights of a holder of any prior mortgage, neither Grantor nor any subsequent owner of the Premises shall, without Grantee's prior written consent, convey, mortgage, sell, contract to sell, lease or otherwise transfer or encumber the title, ownership, right of possession, or any other interest in the Premises, or in any part thereof; nor shall any interest in the Premises pass from Grantor or from any subsequent owner, either voluntarily, involuntarily, by operation of law or otherwise without Grantee's prior written consent. This condition shall continue until all indebtedness and obligations secured hereby are satisfied, and permission given or election



not to foreclose or accelerate said indebtedness by Grantee, its successors or assigns, as to any one such event, shall not constitute a waiver of any rights of Grantee, its successors or assigns, as to any subsequent such event as to which this condition shall remain in full force and effect.

(b) Without limiting the generality of the foregoing, if Grantor desires to sell the Premises, Grantor shall first offer the Premises to the pool of qualified purchasers established pursuant to the terms and provisions of paragraph III (2) of the Zoning Agreement and any Regulations adopted thereunder. The purchasers in such pool shall have the first right to purchase the Premises subject to any reasonable procedures relating to order of priority as may be established by The Town of Cumberland, its agent or its designee. The purchase price for the Premises on a sale to any such qualified purchaser shall be the price negotiated in an arms-length transaction between the parties, less the then amount of the Promissory Note (including accrued interest). At no time will the resale purchase price of the Premises (if sold to a qualified purchaser) be established at an amount below the initial sales price, or an amount sufficient to satisfy in full the outstanding balance of any existing first mortgage plus Grantor's equity, whichever is greater, unless the fair market value is established by independent appraisal to have fallen below the initial sales price. If the Premises are purchased by any such qualified purchaser, this mortgage shall be assumed in accordance with its terms and shall be subordinated to any new purchase money financing for the Premises. In any event, whether the purchaser is qualified or not, Mortgagor shall receive from the proceeds of any sale of the Premises, after the payment of the existing first mortgage, if there is sufficient net proceeds then remaining, the equity invested by Grantor as a down payment at the time of Grantor's purchase of the Premises. If no qualified purchaser exists or desires to purchase the Premises at fair market value within one hundred twenty (120) days of the date the Premises was first placed upon the open market, the Premises may be sold on the open market with no restrictions as to purchase price. In such event, the Promissory Note will be payable in full to the Town of Cumberland upon such sale in accordance with its terms. If the proceeds of any such sale are insufficient to fully satisfy this mortgage plus accrued interest, after payment of the first mortgage and return of Grantor's equity as set forth above, Grantee agrees to accept such proceeds as are then available in full satisfaction of this mortgage and accrued interest and shall discharge this mortgage on payment of said net proceeds and release Grantor from any further liability for any deficiency arising therefrom.

13. No action, other than a foreclosure action, shall be brought against Grantor for payment of the indebtedness evidenced



by the Promissory Note or for Grantor's performance of any of the terms, covenants or conditions or any indemnity contained herein, or contained in the Promissory Note or in any other instrument executed in connection with this mortgage, and in any action to foreclose this mortgage or otherwise, Grantor shall not be liable for any deficiency between the total amount due and payable under the Promissory Note, this mortgage, any other loan documents and the proceeds of the foreclosure sale, and no deficiency or other money judgment (other than a foreclosure judgment) will be sought against Grantor; provided, however, that nothing contained in this paragraph shall impair the validity of the indebtedness evidenced by the Promissory Note or in any way affect or impair the lien of this mortgage or the right of Grantee to foreclose this mortgage following default (1) in the making of any payment herein required or required pursuant to the Promissory Note or (2) in the performance of any of the covenants contained in the Promissory Note, this mortgage or any other loan document.

14. The covenants and agreements herein contained shall bind, and the benefits and advantages thereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the Grantor and Grantee. Whenever applicable, as used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

15. The Grantee, its successors and assigns, for breach of any term, condition, covenant or agreement contained or referred to herein, shall have the right of foreclosure and any and all other rights and remedies given to a mortgagee under the law of Maine, or under this mortgage, or under any instrument secured by this mortgage.

16. If any obligation or portion of this mortgage is determined to be invalid or unenforceable under law, it shall not affect the validity or enforcement of the remaining obligations or portions hereof.

IN WITNESS WHEREOF, DAVID E. SHAW and KIMBERLY M. SHAW have executed this mortgage deed this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

WITNESS:

\_\_\_\_\_  
David E. Shaw

\_\_\_\_\_  
Kimberly M. Shaw



STATE OF MAINE  
COUNTY OF CUMBERLAND

\_\_\_\_\_, 1994

Personally appeared before me the above-named David E. Shaw and Kimberly M. Shaw and acknowledged the foregoing instrument to be their free act and deed.

\_\_\_\_\_  
Notary Public/Attorney at Law

\_\_\_\_\_  
Printed Name



**TOWN OF CUMBERLAND  
MEETING MINUTES OF THE TOWN COUNCIL  
AUGUST 28, 2000**

Present: Stephen Moriarty, Mark Kuntz, John Lambert, Jeff Porter, Harland Storey, Peter Bingham

Absent: James Phipps (excused)

I. The meeting was called to order by Chairman Moriarty at the Cumberland Town Hall at 7:05 p.m.

II. Approval of Minutes  
a. August 7, 2000

Councilor Lambert moved to approve the minutes of August 7, 2000 as written.

Seconded by Councilor Porter.

VOTE: IN FAVOR (5)  
(Kuntz) ABSTAIN (1)

III. Manager's Report  
None.

IV. Public Discussion  
None.

V. Legislation and Policy

00-78 To set date for Public Hearing on proposed Cumberland Town Lands and Conservation Commission Ordinance.

Councilor Lambert moved to set date of September 11, 2000 for Public Hearing on proposed Cumberland Town Lands and Conservation Commission Ordinance.

Seconded by Councilor Kuntz.

VOTE: UNANIMOUS (6)

VI. Correspondence

- Nick Mavodones, Jim Phipps: Chebeague Wharf
- Bill Lyford, Town Manager: Post Office, Urban sprawl
- County of Cumberland Commissioners Meeting Minutes, July 24, 2000
- County of Cumberland Special Meeting minutes August 9, 2000
- Maine Power Options Update August 2000
- Solid Waste to R.W.S.
- NiSource News
- Minutes of the Chebeague Long Range Planning Committee, July 15, 2000.
- Northern Utilities Natural Gas, a NiSource Company, press release



TOWN COUNCIL  
AUGUST 28, 2000

Chairman Moriarty drafted a letter to Mr. Knight. Chairman Moriarty drafted a letter to the Council Chairs of the Falmouth Town Council and Yarmouth Town Council in regard to consolidation of public services.

The Town Manager informed the Council of Town Planner, Donna Larson's resignation. She has accepted a position in Freeport. The town will be advertising for a Planner and have contacted the Chairman of the Planning Board to see if either he or a representative would be interested in serving on the interview committee.

Correspondence was received from David Hill, vice chairman for RTAC – Regional Transportation Advisory Committee. He would like to make a presentation to the Town.

RTAC's advisory committee was created by MDOT in response to the sensible transportation act of 1991. Their mission is to advise MDOT on regional transportation issues and goals etc.

The Town Manager handed out the ad forthcoming in the Forcaster regarding the town's efforts in the preservation of working farms and large parcels of undeveloped land. A letter will be mailed to landowners of 20 acres or more.

VII. New Business.

The minutes of the Chebeague Long Range Planning Committee highlights were handed out. The Town Manager met with Sam Ballard. The committee would ask the council to make a motion to refer the plan to the Planning Board for comment and recommendations. Following Planning Board discussion, the plan would be brought back to the Council for adoption. Councilor Phipps was unable to be present at tonight's council meeting and asked that the manager speak in favor of the plan and to back the request from the long range planning committee and Chebeague and to refer this to the Planning Board.

Councilor Bingham moved to refer the plan of the Chebeague Long Range Planning Committee to the Planning Board.

Seconded by Councilor Lambert.

VOTE: UNANIMOUS (6)

The Town Manager updated the council on the Blanchard Road construction project from Rt. 9 to Rt 100. Tentative plans for public hearings may be held the end of October.

The Lincoln Land Institute sent out a flyer trying to determine if an educational effort regarding forestry management should be offered in Mass. and New England states, etc. The Town Manager will be attending a meeting, and will keep the council informed.



TOWN COUNCIL  
AUGUST 28, 2000

A letter was sent from Portland Water District. They will be selling 2 parcels of land in Cumberland and have offered the town first refusal.

Councilor Bingham referred to the MSAD article in the Forcaster. Councilor Bingham would like to formally notify the school district of the Town's parcels that may meet their requirements and also meet the new state requirements in regard to water and sewer, etc.

Councilor Bingham moved to authorize the Town Manager to formally communicate to the school district the town's willingness to make available these particular parcels.

Seconded by Councilor Porter.

VOTE: UNANIMOUS (6)

Councilor Kuntz received a complaint from a concerned individual regarding dog waste at Twin Brooks.

Councilor Porter thanked the Public Works department for completing the crosswalks before the start of the school year. A reminder that the school zone signs still need painting.

Councilor Storey expressed concerns regarding multiple clustered housing. He would like to see a minimum of 2-acre lots.

Councilor Moriarty received a call from a Hillcrest Road resident complaining about the deer population crossing from the west side of Rt. 9.

VIII. Adjourn

No further business conducted. Motion to adjourn at 7:50 p.m.

Respectfully submitted,



Kathleen Babau  
Administrative Assistant



**TOWN OF CUMBERLAND  
MEETING MINUTES OF THE TOWN COUNCIL  
SEPTEMBER 11, 2000**

Present: Stephen Moriarty, Mark Kuntz, John Lambert, Jeff Porter, James Phipps, Harland Storey, Peter Bingham

I. The meeting was called to order by Chairman Moriarty at the Cumberland Town Hall at 7:00 p.m.

II. Manager's Report

The Island Institute has asked for permission to utilize the public safety building on Chebeague from Sept. 25th to the 3<sup>rd</sup> week in May. The individual that will be utilizing the building will be doing research with the fisherman and will spend one day per week in the library and one day per week in the school system. The program was successful last year and has the backing of the Island Institute.

III. Public Discussion

A resident had a question in regard to land use policy.

IV. Legislation and Policy

00-79 To hold Public Hearing on proposed Cumberland Town Lands and Conservation Commission Ordinance.

Chairman Moriarty opened the Public Hearing.

There was some public discussion.

Chairman Moriarty closed the Public Hearing.

Councilor Bingham moved to adopt the Cumberland Town Lands and Conservation Commission Ordinance as written.

Seconded by Councilor Lambert.

VOTE: UNANIMOUS (7)

Councilor Lambert thanked Chairman Moriarty for his efforts in drafting the ordinance.

00-80 To hear presentation from Regional Transportation Advisory Committee (RTAC).

David Hill, vice-chairman for the Region 6 Regional Transportation Advisory Committee (RTAC 6) presented information on RTAC's mission and activities. The mission of the RTAC is to advise MDOT on regional transportation improvement priorities; multimodal system options; social, environmental and economic issues and goals; as well as regional land use issues and goals. RTAC advises MDOT on potential transportation enhancement projects within the region and may help to determine potential impacts of significant highway projects and



TOWN COUNCIL  
SEPTEMBER 11, 2000

substantial public interest projects. Proposed projects in the upcoming 2 years were discussed.

Chairman Moriarty thanked David Hill for his presentation.

V. Correspondence

- Town Manager, Scott Poulin MSAD #51: Acreage for the proposed Middle School.
- Mark A. Robinson, Town Council: Twin Brook Soccer Tournament.
- County of Cumberland Commissioner's Meeting Minutes 8/14/00.
- Portland Press Herald, "Four Towns to explore Sharing Services".
- Stephen Moriarty, Chairman, Cumberland Town Council, Oland Knight, sympathy.
- Stephen Moriarty, Chairman, Cumberland Town Council, Paul Roberts, Chairman Yarmouth Town Council, regionalization/municipal services.
- Stephen Moriarty, Chairman Cumberland Town Council, Ned Kitchel, Chairman, Falmouth Town Council, regionalization/municipal services.
- Chebeague Long-Range Planning Committee Minutes August 26, 2000.
- Northern Utilities Natural Gas, a NiSource Company, Town Manager, heating fuels.
- Stephen Moriarty, Chairman Cumberland Town Council, Mary Yeo, sympathy.
- Planning Board Meeting Agenda September 19, 2000.
- Thomas M. Hyndman, III, Town Manager, Site Selection
- MMA: An additional "Interested Parties List" opportunity
- GPCOG: Task Force to Study Growth Management

Councilor Phipps has been asked to serve as council liaison on a committee to look at substance abuse on Chebeague. He handed out information for council review.

Councilor Porter referred to a program for seniors to meet transportation needs. This network would explore independent transportation and would be staffed by volunteers. He would like to see this discussed at an upcoming council meeting.

Chairman Moriarty received a phone call from Paul Roberts, council chair of Yarmouth in response to his letter regarding consolidation of public services. He would like to meet to discuss sharing of services with involved department heads. Chairman Moriarty has not heard from Falmouth.

VI. New Business

A memo was enclosed from GPCOG. Neal Allen has been appointed Executive Director to serve on the legislature task force to study growth management.

Councilor Kuntz notified the council of his election to the budget committee for the county. One of the upcoming items will be the civic center.

Chairman Moriarty thanked public works for the painting of the crosswalks.



TOWN COUNCIL  
SEPTEMBER 11, 2000

Councilor Phipps informed the council that the work at Chandler's Cove has begun.

VII. WORKSHOP: Use of Recreational Facilities Proposal

The workshop began at 8:45 p.m. and ended at 9:15 p.m.

VIII. EXECUTIVE SESSION: 1) Land Acquisition  
2) Hardship Abatement

Councilor Lambert moved to go into Executive Session at 9:16 p.m. for the purpose of discussing:

1. Land Acquisition
2. Hardship Abatement

Seconded by Councilor Bingham.

VOTE: UNANIMOUS (7)

Councilor Lambert moved to come out of Executive Session at 9:33 p.m.

Seconded by Councilor Bingham.

VOTE: UNANIMOUS (7)

Councilor Lambert moved to grant an abatement request made pursuant to 36 MRSA subsection 841(2) in the sum of \$1,861.19 for tax year 1998 and the sum of \$1,983.31 for tax year 1999.

Seconded by Councilor Bingham.

VOTE: UNANIMOUS (7)

IX. Adjourn

No further business discussed. Motion to adjourn at 9:35 p.m.

Respectfully submitted,

*Kathleen Babeu*

Kathleen Babeu  
Administrative Assistant

**Council Presentation  
On  
Status of Cumberland Cable TV Committee**

**September 25, 2000**

A Request for Proposals was made. We received two bids. One was from two area companies (Maine Video and Audio Design), the other was from two out of state companies (Crimson Tech and Dutra Video Systems). We have reviewed the two bids and the Committee prefers to award the project to the local companies given: 1) their excellent reputation; 2) proximity for future assistance; 3) they quoted the exact equipment specified in the RFP and, 4) at only a slightly higher cost (\$3,555) than the other bid.

The Committee would like to award the contract and order the equipment as soon as possible.

Our goal is for the installation to occur in November, concurrent with the hiring and training of camera operator(s), and for broadcasting to begin the first of the new year.

The total equipment and installation cost is \$51,773.

As to the financing of this project, the Committee would still like to have the opportunity to explore re-negotiation of our existing cable franchise agreement with Time Warner. We feel that this is an effective way to offset the start up costs, and that it would be a more equitable way to finance the project by assessing the cost to those who would utilize it (i.e., cable subscribers).

Ken Cole has offered a legal opinion on the pros/cons of re-negotiation. He is here tonight to elaborate and answer any questions you may have.

In conclusion, the Committee is looking for two things this evening:

1. A motion permitting the Town Manager to authorize funds for the purchase and installation of equipment necessary to broadcast local government meetings.
2. Authorization to enter into negotiations with Time Warner for renewal of franchise agreement (Council would later have the ability to approve the new agreement or not).

Councilor Porter, Bob Benson, and several members of the Committee are present to answer any questions you may have.

Thank you.



Jensen Baird  
Gardner & Henry

WALTER E. WEBBER  
KENNETH M. COLE III  
NICHOLAS S. NADZO  
FRANK H. FRYE  
DAVID J. JONES  
MICHAEL A. NELSON  
RICHARD H. SPENCER, JR.  
RONALD A. EPSTEIN  
WILLIAM H. DALE  
JOSEPH H. GROFF III

F. BRUCE SLEEPER  
DEBORAH M. MANN  
LESLIE E. LOWRY III  
PATRICIA MCDONOUGH DUNN  
MICHAEL J. QUINLAN  
R. LEE IVY  
NATALIE L. BURNS  
SALLY J. DAGGETT  
BRENDAN P. RIELLY  
SUZANNE R. SCOTT

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RAYMOND E. JENSEN  
M. DONALD GARDNER  
MERTON G. HENRY  
JOHN D. BRADFORD  
JAMES E. KAPLAN  
OF COUNSEL

KENNETH BAIRD  
(1914-1987)

YORK COUNTY  
OFFICE  
11 MAIN STREET, SUITE 4  
KENNEBUNK, MAINE 04043  
(207) 985-4676  
TELECOPIER (207) 985-4932

June 19, 2000

Carla Nixon, Asst. Town Manager  
Town of Cumberland  
290 Tuttle Road  
Cumberland Center, ME 04021

**RE: Time Warner Cable Franchise Agreement**

Dear Carla:

Thank you for the fax of June 15, 2000 regarding to the Cable Franchise negotiations with Time Warner. As I understand it from both your fax and our follow-up telephone conversation, the Council is concerned that should they re-negotiate the Time Warner franchise early and extend it for a new ten (10) year period (effectively a 6.5 year agreement since there are 3.5 years left on the current one) they would be locked in and possible new technological changes might make the agreement obsolete. As I explained to you, in one sense they are correct that technological changes could make the agreement obsolete, but not in the sense that I believe concerns them. Specifically, a Town's right to grant a franchise agreement is based solely on its ownership of the roads that the cable is strung along. Courts have recognized that franchising authorities may receive compensation for the use of these rights of way. In fact at recently as May 15<sup>th</sup> the 4<sup>th</sup> Circuit, in the case of *Bell Atlantic Maryland, Inc. v. Prince George's County* held that municipalities were entitled to more than a reasonable cost based fee as compensation for the use of the right of ways, i.e. franchise fees as have been negotiated in Maine and elsewhere. The response to these fees by the cable industry however has been to move toward either broadcast cable or, in the case of the telephone companies, use of existing cable wires (telephone lines) that are already permitted by easement without franchise.

Based on the above, my advise would be that the negotiation that you suggest would in fact be beneficial to the Town. I believe that by the end of the proposed ten (10) year period municipal authority over cable television will basically have evaporated since cable will be delivered by means other than fiber optics strung along Town ways. Given these possible changes, since Time Warner appears ready to offer the Town a grant of \$20,000 for them to

Jensen Baird  
Gardner & Henry

June 19, 2000

Page 2

finance the remaining cost of your equipment purchase (\$45,000) without interest over the term of the agreement, this appears to me to be a beneficial arrangement. Especially in light of the fact that the final draft proposal from Time Warner recognizes a non-exclusive franchise and permits the Town to grant additional franchises even over existing ways should it desire to do so.

Thank you for your attention.

Very truly yours,



Kenneth M. Cole III

KMC/dmv





# TOWN OF CUMBERLAND, MAINE

290 Tuttle Road

Cumberland Center, Maine 04021-9321

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

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September 11, 2000

Nathaniel Tupper  
Town Manager  
Town of Yarmouth  
200 Main Street  
P. O. Box 907  
Yarmouth, ME 04096-0907

Dear Nat:

Thank you for providing the requested letter releasing the Town of Cumberland to negotiate a new franchise agreement with Time Warner Cable. I understand that you would like a letter indicating the same from the Town of Cumberland. Since Yarmouth has previously conducted separate negotiations with Time Warner, and wishes to continue to do so in the future, please accept this letter as Cumberland's agreement to this practice.

While we are on this topic, I have a further question. Cumberland continues to list the *Cable TV Regulatory Board*, which is comprised of both Yarmouth and Cumberland residents, as being in existence. What is your view of this Board? If there is no longer a need for it, what formal action would you recommend we take?

I look forward to hearing from you on this issue. Thanks again for your assistance.

Sincerely,

Carla Nixon  
Assistant Town Manager

Cc: Robert Benson, Town Manager  
Town Council



# GREATER PORTLAND REALTY

400 Allen Avenue  
Portland, Maine 04103  
Tel. 797-7777  
Fax 797-0255  
e-mail: jeffdaig@aol.com

TC 9/25/00

Jeffrey Daigle  
Broker/Partner

September 19, 2000

Mr. Bob Benson  
Town Of Cumberland  
290 Tuttle Road  
Cumberland, ME 04021

Dear Bob:

I hope this note will serve to give final notice that I will be leaving the Cumberland Planning Board effective as soon as possible.

I appreciated your/the Council's appointment to this Board seven years ago. My experience has been extremely engaging and good. Put simply, it is just plain time for me (and the Town) to go on to something new.

The current Board enjoys a congruous balance that I hope can be maintained after my departure. To this extent, I would be happy to volunteer my perspective and time to the Council should they require any input for future administration or change.

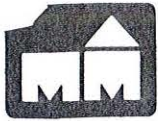
Do not hesitate to contact me anytime if you or the Town needs help. Please keep up the great work.

Sincerely,

Jeffrey Daigle







# Maine Municipal Association

60 COMMUNITY DRIVE  
AUGUSTA, MAINE 04330-9486  
(207) 623-8428  
www.memun.org

Council  
9-25-00  
m

To: MMA's Legislative Policy Committee  
Key Municipal Officials

Fr: Geoff Herman

Re: An additional "Interested Parties List" opportunity

Date: September 8, 2000

A couple of weeks ago we invited any municipal officials interested in the general subject of growth management and comprehensive planning to put their names on an "interested parties" list so that we could keep them informed of the work of the Growth Management Task Force. That list has been established and continues to grow, so that effort is off and running.

We find that the development and use of an interested parties list is very helpful in our advocacy efforts. When municipal officials put their name on one of our interested parties lists, they get brought into the loop on the work of the task force or working group that is dealing with a specific subject. We give our "interested parties" notice of the task force or working group's meetings and, to the extent possible, we also provide them with minutes or updates of the task force efforts as they develop.

The purpose of this memo is to inform you about an additional "interested parties" list that we are developing.

**State Board of Education's Cost Sharing Committee.** Under the chairmanship of Jim Rier of the State Board of Education, this working group has been charged by the Legislature with the task of reviewing the processes established in law by which school districts (whether SADs or CSDs) can change the formulas that allocate the municipal costs of a school district's budget among the participating municipalities. The working group is scheduled to meet four times over the next 10 weeks either at the MMA building or at the Maine School Management building just down the road.

If you would like your name or the name of another municipal official in your community placed on this "interested parties list", please don't hesitate to call in that request to Tina Means at 1-800-452-8786.

Many thanks for your interest.

Council  
NY  
8-25-00

**Maine School Administrative District #51  
Cumberland/North Yarmouth  
Cumberland Center, ME 04021**

**Board of Directors  
Minutes**

**Monday, 6/19/00 - 5:00 PM @ Mabel I. Wilson  
Executive Session - Personnel, GJHS Principal  
Executive Session - Bus Drivers' Contract  
Executive Session - Food Service Contract**

**Monday**

**June 19, 2000**

**7:00 PM - Regular Meeting**

**Mabel I. Wilson School**

---

**1. Call to Order** - by MSAD #51 Board of Directors Chairperson, Mary Schendel at 5:29 p.m.

**Attendance:**

Board of Directors: Jeanne Chadbourne, Maryellen Fitzpatrick, Reid Hayward, Karen Herold, Tom Hyndman, Mary Schendel, Bob Vail

**Administrators:** Brenda Breton, Wayne Fordham, Don Foster, Suzanne Godin, Robert Hasson, Scott Poulin, Susie Robbins, Judy True, Klaus-Peter Voss, Shannon Welsh

**2. Approval of the Minutes** - of the Board of Directors meeting held on June 5, 2000.

Motion by Maryellen Fitzpatrick 2<sup>nd</sup> by Reid Hayward

Voted: To approve the minutes of the Board of Directors meeting held on June 5, 2000. (Voted: 7-0)

**3. Superintendent/Administrator - Reports**

a) Informal end-of- year reflections - A-Team

**4. Committee Reports**

- a) Building Committees - Update
- b) Performance Indicators Update - Karen Herold
- c) Drop-out Prevention Report - Wayne Fordham
- d) Finance Committee
- e) Design Team - Bob Hasson and Suzanne Godin
- f) Commendations - Jeanne Chadbourne and Mary Schendel



## 5. Items for Action

- a) Appointment of individuals to teaching positions for the 2000/2001 school year

Motion by Tom Hyndman 2<sup>nd</sup> Karen Herold

Voted: To appoint,

### **Greely Junior High School**

Morgan Cuthbert - Gr. 8 Science/English

Anne Ervin - Gr. 7 Language Arts

Patricia Mullen - Gr. 8 - Language Arts/Social Studies

### **Special Education**

Shelley Schweizer - Applied Learning Instructor

- b) Appoint co-curricular stipend positions for the 2000/2001 school year

Motion by Reid Hayward 2<sup>nd</sup> by Karen Herold

Voted: To appoint co-curricular stipend positions for the 2000-2001 school year. (voted: 7-0)

### ***Greely Junior High School***

#### **Activity**

Outing Club

Drama Club

Literary Publication

Math Team

Shop Maintenance

Team Leaders

Yearbook

#### **Advisor**

Mark Phillips

Carol Robinson

Mary Hinman and Linda Kreider

Kaleele Sarkis-Ahlers

Bill Jones

Mary Hinman, Linda Kreider, Shirley-Storey-King,  
Doreen Thompson, James Treadwell, Nora Noonan

Anne Smith

### ***North Yarmouth Memorial School***

Yearbook coordinator, DRS

Yearbook coordinator, NYMS

Student Council, DRS

Student Council, NYMS

Team Leader: Grade 4

Grade 5

Grade 6

Multi-age

Specialists

Teacher Leaders:

David Brown

Lynda McCann-Olson

Lucy Vaughan

Carol Pappas, Colleen Staszko

Dena McFarland

Beth Fenwick

Andrea Powell

Trina Beaulier, Julia Hanauer-Milne

Lynda McCann-Olson

Ken Marks, Pat McGillicuddy, Patricia Wolff, Walter Wallace

### ***Greely High School***

Investment Club

Glenn Tracey

- c) Vote to ratify Lunch Workers 2000-2003 Contract

Motion by Maryellen Fitzpatrick 2<sup>nd</sup> by Reid Hayward

Voted: To ratify 2000-2003 MSAD #51 and Lunch Workers contract. (Voted: 7-0)

**d) Vote to ratify Bus Drivers 2000-2003 Contract**

Motion: \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

Voted: To ratify the 2000-2003 MSAD #51 and Bus Drivers contract. (No Action)

**e) Vote to approve the following policies:**

(Copies of these policies were included with Board packages for April 24 and May 15, 2000, but were omitted from the lists included with the minutes for either a first or a second reading. We are rectifying this by posting them now for formal ratification. If you need copies, call the Central Office.)

- JICB - Care of School Property by Students
- JICC - Student Conduct on School Buses
- JID - Students of Legal Age
- JIH - Questioning and Searches of Students
- JJA - Student Organizations
- JKF - Suspension/Expulsion of Special Education Students
- JLCB - Immunization of Students
- JLCC - Communicable/Infectious Diseases
- JLCEE - Policy Regarding Do Not Resuscitate Requests
- JLF-E - Suspected Child Abuse and Neglect - Report Form

Motion by Reid Hayward 2<sup>nd</sup> Tom Hyndman

Voted: To approve the above the above policies. (Voted: 7-0)

**f) Vote to authorize the superintendent to enter in a contract with GJHS Principal**

Motion by Jeanne Chadbourne 2<sup>nd</sup> by Reid Hayward

Voted: To authorize the superintendent to enter in a contract with GJHS Principal, Patricia Palmer.  
(Voted: 7-0)

**g) Executive Session - Superintendent Negotiations**

Motion by Maryellen Fitzpatrick 2<sup>nd</sup> by Jeanne Chadbourne

Voted: To enter into Executive Session. (Voted: 7-0)

Motion by Reid Hayward 2<sup>nd</sup> by Tom Hyndman/Karen Herold

Voted: To come out of Executive Session. (Voted: 7-0 @ 9:14 PM)

**h) Vote to extend Superintendent contract through 2003.**



Motion by Reid Hayward 2<sup>nd</sup> Maryellen Fitzpatrick.

Voted: To extend Superintendent contract through 2003. (Voted: 7-0 @ 4.9%)

**6. Reflections on Board Goals and Looking Forward - All**

Individual members gave their reflections of the year. - Good things happened for kids.

**7. Adjourn Meeting \_\_\_\_\_PM**

**Upcoming Meetings/Events**

6/14/00 - Last day of school, Early Release: Grades 7-12 @ 11:15 AM, Grades K-6 @ 12:15 PM

6/21/00 - Policy Committee, 8:15 AM, Supt.'s Conference Room

6/21/00 - Site Selection Committee Meeting, 7:00 PM GHS Library

6/28/00 - Building Steering Committee, 7:00 PM, GHS Library

**Next Board Meeting:**

Monday, August 28, 2000, Board Retreat

MAINE SCHOOL ADMINISTRATIVE DISTRICT #51  
CUMBERLAND / NORTH YARMOUTH  
Cumberland Center, ME 04021  
Board of Directors  
Agenda

School Board Goal Setting and Opening Updates Workshop  
4:00 PM - 6:00 PM @ Mabel I. Wilson School

Monday

September 18, 2000

7:00 PM Regular Meeting

Mabel I. Wilson School

MSAD #51 Mission

The mission of MSAD #51 is to guide all students as they acquire enthusiasm for learning, assume responsibility for their education, achieve academic excellence, and discover and attain their personal bests.

To accomplish this mission, the MSAD #51 community will collaborate to:

- Use effective instructional practices and provide professional development to assure that all students meet or exceed the district's benchmarks and outcomes;
- Ensure a safe and respectful environment where all feel a sense of belonging; and
- Promote parental participation as fundamental to each student's success.

Board Goals for 1999-2000

- Support the district's work in curriculum, assessment, instruction and professional development by increasing Board and Community understanding of the State of Maine Learning Results and by reviewing the district's progress toward achieving our mission.
- Implement the facilities planning steps adopted by the Board.
- Promote sound resource management, improve the Board's involvement in the budget planning process, and better communicate with the public about the district's financial needs.

MSAD #51 Board of Directors

John Aromando	829-6861	jaromando@pierceatwood.com
Jeanne Chadbourne	829-5166	
Maryellen Fitzpatrick	829-4657	efitzpa486@aol.com
Audrey Lones	829-4171	audrey@alum.mit.edu
Henry Kennedy	829-6979	hrk@kieve.org
Mary Schendel	781-3787	mschendel@mainelaw.com
Kim True	829-3209	ktrue1@maine.rr.com
Bob Vail	829-5393	

1. Call To Order - by MSAD #51 Board of Directors Chairperson, Mary Schendel.

2. Approval of Minutes



### 3. Presentations and Reports

- a) State of the District Update - R. Hasson

### 4. Committee Reports

- a) Steering Committee - Architect Selection
- b) Site Selection
- c) Policy - First reading of the following policies:
  - KCD - Public Gifts/Donations to the Schools
  - KDD - Media Relations
  - KE - Public Concerns and Complaints
  - KF - Community Use of School Facilities
  - KFE - Emergency Use of School Facilities
  - KI - Visitors to the Schools
  - KLG - Relations with Law Enforcement Authorities
  - KLG-AR - Relations with Law Enforcement Authorities, Administrative Procedure
  - LDA - Student Teachers and Internships

### 5. Items for Action

- a) Vote to approve architect selection for Middle School project
- b) Election of Officers
- c) Executive Sessions - Negotiations
- d) Vote to ratify 2000-2003 Bus Driver Agreement
- e) Appointment of individuals to teaching positions for the 2000/2001 school year
- f) Approve IASA and Goals 2000 Grants - Suzanne Godin
- g) Appoint co-curricular stipend positions for the 2000/20001 school year
- h) Appoint athletic co-curricular stipend positions for the 2000/20001 school year
- i) Appoint mentor/support team co-curricular stipend positions for the 2000/2001 school year.
- j) Approve High School Completion Program - Deb Bomaster, Adult Ed. Director

### 6. Communications

- a) Spring 2000 Team Results and Individual All-Stars - Jack Hardy

### 7. Adjourn Meeting \_\_\_\_\_PM

#### Upcoming Meetings/Events

- 9/13/00 - Design Team, GHS Library, 3:15 - 5 PM
- 9/14/00 - Community Celebration, GHS Auditorium, 7:00 PM
- 9/14/00 - Volunteer Orientation Coffee, Val Halla, 9 - 10:30 AM
- 9/14/00 - Policy Committee, Central Office, 7:15 AM - 8:45 AM
- 9/15/00 - Camp Kieve, Grade 7 returns
- 9/18/00 - Chebeague Island School (CIS) Parent Advisory Council, 6:15 PM, CIS
- 9/18/00 through 9/22/00 - CAT Testing for Grade 6
- 9/19/00 - Multiage and Gr. 2 Open House, MIW, 6:30 - 8:00 PM
- 9/19/00 - GJHS Renovation Comm, GHS Cafeteria, 7:00 PM
- 9/20/00 - Early Release, Grades 7-12 @ 1:12 PM, Grades K-6 @ 12:15 PM - MIW
- 9/20/00 - Grade 3 Open House, MIW, 6:30 - 8:00 PM
- 9/21/00 - Grade 1 Open House, MIW, 6:30 - 8 PM

9/21/00 - Policy Committee, Central Office, 7:15 AM - 8:45 AM  
9/21/00 - GHS Open House, 6:30 PM  
9/22/00 - Sally Foster Sale Ends  
9/25/00 - Steering Committee, 7:00 PM, MIW Conference Room  
9/26/00 - Communications Committee, 7:00 PM, MIW Conference Room  
9/27/00 - Early Release, Grades 7-12 @ 1:12 PM, Grades K-6 @ 12:15 PM - MIW  
9/28/00 - GJHS Open House, 6:30 PM  
10/4/00 - Early Release, Grades 7-12 @ 1:12 PM, Grades K-6 @ 12:15 PM - MIW  
10/4/00 - Multiage Open House- DRS, 6:30 PM  
10/4/00 - GJHS Renovation Comm. Interviews with Architects, 7-9 PM, GHS Library  
10/5/00 - GJHS Renovation Comm. Interviews with Architects, 7:00 PM GHS Library  
10/6/00 - GHS Mid-Quarter Reports

**Next Board Meeting:**

Monday, October 2, 2000



TC  
9/25/00  
1

Minutes of the Chebeague Long-Range Planning Committee meeting, September 9, 2000  
at 9:00 at the Parish House

Members present: Sam Ballard, Jean Dyer, Mabel Doughty, Al Traina, Donna Damon, Beth Howe.

Absent: Jim Phipps, Sylvia Ross, Nancy Adams, Phil Jordan, Jane Frizzell, Ernie Burgess, Louise Doughty, Michael Porter, Carol White.

Others present: Wayne Dyer

**NEXT MEETING ON SATURDAY SEPTEMBER 30 AT 9:00 AT THE PARISH HOUSE**

Beth began by announcing that **there will be two Chebeague items on the next Town Planning Board meeting agenda. The meeting is on Tuesday, September 19 at 7:00 PM in the Council Chamber at the Town Office in Cumberland Center.** One item is John Thaxter's proposal to convert the ex-Nellie G. Café to the new Post Office. She reported that the Town Code Enforcement Officer thought there may be a problem that post offices are not explicitly mentioned as a use in the Island Business zone.

The other item is a discussion of the Chebeague Comprehensive Plan. This will pave the way for the Planning Board to hold a public hearing on the Plan and then decide whether to recommend to the Town Council that it be adopted as an amendment to the Town's Comprehensive Plan. Beth asked whether the group wants to give a presentation to the Board. Sam said yes, and that we have all the materials. Al asked what would be covered. Beth said that the education material should probably not be and that the Planning Board is primarily concerned with land use/zoning issues.

Beth also said that Donna Larson has left to become the Town Planner in Freeport. In her place the Town has hired Patricia Harrington as a consultant while a search is conducted for another Town Planner.

Sam then handed out a proposal for dealing with junk car removal and septic tank pumping (attached). He read the first part related to junked cars and said that he had discussed it with Jim Phipps before the meeting. Jim had asked whether a junker surcharge, such as is proposed in the proposal, would be legal. He also indicated that he wanted the surcharge as low as possible. Sam said that the proposed figure of \$15 was a compromise between them.

Donna said that she thought it was unfair to ask all residents of Chebeague to pay for the removal of cars owned by people who have many junkers. She thought others might well feel the same way. She thought the proposal should not just be an effort to remove the present junked cars and then stop. She proposed that the surcharge be permanent and that the money go into a fund for continuous removal of such cars. The existence of multiple junkers on some people's property is a community-wide groundwater problem and we should ask the Town to pay for their removal with tax money.



Jean said this would send a very negative message to the Town. Sam was worried about asking the Town for tax revenue for this. Donna responded that if the surcharge is permanent, the Town will get the money back in the long run. Beth suggested billing people with more than two junked cars for their removal. Donna suggested that the Town might be able to get a grant to cover this initial cost. Jean said she would explore this with EPA.

There was discussion of how many junked cars there are on the Island and how many of these are owned by people with more than two junked cars. Was it possible to get a more exact figure of how many junked cars there are in order to be as specific as possible in any request to the Town for money? Beth suggested having the Code Enforcement Officer come out to survey the number of junked cars. Others thought this was premature and that it would be difficult to find them.

There was also some discussion of how the cars would actually be gotten off. Wayne said he has bought/built a flatbed truck that can take two cars at a time. He would have to charge about \$100 per car, though this could be less if the car has a CTC sticker indicating that the owner paid the fare both ways for it when it was brought out. At two cars a trip, it would take quite a while to take off the estimated 200 junked cars. Beth said that the Town could issue a request for proposals from people who might be interested in doing the work and whoever made the best bid would get the contract. Donna asked whether it would be better to rent a car-crusher and bring it out. Wayne said that crushing the cars can squeeze oil and other fluids out onto the ground which is what the whole exercise is designed to avoid.

Sam summarized the discussion and the developing consensus: There would be a permanent surcharge in the range of \$15 per year. This would put Chebeague's registration cost at about what people in other parts of the state pay. We would ask the Town for up-front funding to begin the removal of cars, while the fund was accumulating money. Al said that will need to make an estimate of how many cars could be taken off the Island in the first few years while the fund accumulates and make clear to the Town that this would be a one-time expenditure.

Mabel said that we need to pave the way for this whole idea of removing junked cars with some education about junked cars as a groundwater problem. Beth said that she had been talking to Mac Passano about the Island Council's role in this and had asked Carol White about names of people to invite to speak.

Sam moved on to the issue of septic system pumping. He said that rather than struggling to get mainland pumpers over to the Island and back on the same tide, Wayne had suggested constructing holding tanks, with a capacity of from 6 to 8,000 gallons on the Island. Then an island pumper could operate on a reasonable schedule and from time to time a larger pumping truck, with a 4,000 gal capacity could come over and pump out the holding tank



The central issue with this kind of plan is what role would the Town play in it. Would the Town adopt a requirement making pumping septic tanks every 5 years mandatory? Or would it be voluntary, as now? In addition, we might ask the Town to build the holding tanks on public land. Then private pumpers could charge householders for pump-out service, emptying their trucks into the municipal holding tanks. The Town would have to have a request for proposals for having a truck come from the mainland to pump the holding tanks. Alternatively, Wayne could build the holding tanks on his own land and pump individual septic tanks himself. But then he would probably have to arrange to have the holding tanks pumped out, as well. Could the Town help with the cost of barging for the holding-tank pump-out?

Jim Phipps had asked whether there would be additional permits required from DEP to build holding tanks. Wayne said that in his discussions with Dick Sweet about holding tanks Sweet had not seen any problems with DEP.

Everyone agreed that the options and costs need to be fleshed out more for this proposal.

The meeting ended with a discussion about whether the costs to individuals and households for taking off junked cars and pumping septic systems would be too much – either for the sake of fairness, especially for people with lower incomes, or for the sake of political acceptance. Al said that we should decide what were our most important issues and address them first. But Beth said we should take on issues at the beginning that we think we can solve. Everyone agreed that these two issues are useful to start with, and that we should work more on both proposals to develop realistic cost figures that we can take to Islanders and the Town. We also need to work with residents of the Island to involve them in deciding how these two issues should be dealt with.

**Plan for dealing with junk car removal and septic tank pump out.**  
**September 9, '00**

**Junk car removal**

There are unknown number of junk cars on the island that present a serious hazard to the island's aquifer. For the purpose of this discussion, we will assume 200. This is based on conversations with Bob Dyer who estimated there were nearly a thousand cars removed at the time the transfer station was built. For many, junkers are an eye sore, but for others, a source of spare parts.

**Coming up with a solution:**

In the past, CTC added a surcharge to barging costs to pay for the removal of junkers. This system is no longer in operation; it is therefore necessary to develop an alternative. In conversations with both John KomLosy and Wayne Dyer, both estimate the cost for removing junkers to be \$100 each. The reason for this expense is to pay for the process of picking the car up on the island, barging, and then driving it to the junk yard on the mainland. To this end, Wayne Dyer is now completing a flat bed that will accomplish this task.

**How to pay for junker removal.**

The CTC method of payment for junker removal does not solve our problem of removing those currently on the island, therefore we are proposing this alternative. A surcharge of \$15 would be added to car registration fees. This would be temporary, lasting five years. As there are currently 350 cars registered on the island, this would raise \$26,250 over that time which would pay for the removal 262 junkers. At that point, a count would be taken as to the number of junkers remaining and whether the surcharge could be reduced.

It is argued that this is a fair method since it the cost of removing the junkers is shared evenly by all car owners. And when the time comes to remove the junker, there are no further costs to the owner.

**Action Items:**

1. Determine whether such a charge is allowed, that is legal.
2. Get an estimate of the current number of junkers on the island.
3. Attempt to determine if the island is comfortable with this surcharge approach.
4. Assuming there is a positive consensus, recommend to the council to implement the necessary ordinances.

**Septic Tank Pumping**

This is a problem of CTC barging and the tides. With this restriction, the pumping service is limited to servicing two septic systems per trip making the costs high. I recently paid \$350 to have my tank pumped. Further I had to dig out the top of the tank and have it prepared for pumping.



Wayne Dyer has proposed an ingenious solution. We have the town install a holding tank at an appropriate location. He would also have his own pumper on the island, a smaller one that can be used to service individual homes as needed. Pumping would be voluntary, however now the costs should be substantially reduced as the individual home owner does not carry the cost of barging for each pump out. The town would recommend a pumping schedule for individual home owners.

**Action Item.**

1. Gather data for the costs of building a holding tank, that will meet the environmental requirements for storing septic system pump outs. We are assuming that such tanks will not have substantially different requirements than septic tanks for home use and so will not be priced out of range.
2. Once this data is collected and appears affordable, ask council to authorize the construction of such a tank at the transfer station once we have this data.

The County of Cumberland is committed to providing quality services to all citizens equitably, in a responsive and caring manner.

## COMMISSIONERS' MEETING

### MINUTES

August 31, 2000

The Board of Cumberland County Commissioners, Gary E. Plummer, Richard J. Feeney and Esther B. Clenott, convened a meeting in Courtroom 1 on the above date. Chairperson Plummer thanked the Board for rescheduling this regular meeting from August 28 to allow him to fulfill a family commitment.

Chairperson Plummer called the meeting to order at 7:00 PM and the following business was conducted.

Minutes of the regular meeting of August 14, 2000 were approved as written. Chairperson Plummer abstained, as he did not attend that meeting.

Peter Crichton, County Manager, reported that he will present the FY2001 draft budget at a televised budget meeting on September 6<sup>th</sup> at 7:00 PM, and budget meetings are scheduled through November with the final budget to be approved in December. He also reported that he is still compiling a list of members for the Strategic Planning Advisory Committee, and hopes to have them ready to be appointed at the next meeting, and have the first meeting of the committee in September. Several issues that he expected to be discussed by the committee would include the civic center, jail, and space needs. He noted that the recommendations of this important committee would most likely effect the budgets of the next few years.

Commissioner Feeney initiated discussion regarding names for appointment to the committee. Chairperson Plummer clarified with the County Manager that no one has yet been specifically asked to serve on the committee.

Commissioner Clenott noted that last night's tour and dinner held at the jail for the Commissioners and Budget Advisory Committee was very informative regarding current jail issues.

Chairperson Plummer asked for a list of budget meeting dates. Mr. Crichton responded that tentative dates had been set for the Commissioners' departmental hearings on September 13<sup>th</sup> and 20<sup>th</sup> at 6:30 PM; the Budget Committee review hearings on October 4, 11, and 25<sup>th</sup> at 6:30 PM; the televised call-in program on November 7<sup>th</sup> at 7:00 PM; the public hearings for November 8<sup>th</sup> in Naples, November 15<sup>th</sup> in Portland, and one in Westbrook that has yet to be scheduled.

Kathleen Brown, Executive Director of the Lake Region Development Council, gave an informational report on the Route 302



& You Corridor Committee, and invited that Board to attend a dinner and special briefing at 6:00 PM on October 19<sup>th</sup> at the Point Sebago Resort in South Casco. The Board thanked her for the update and the invitation.

#### 2000-72 Bid Report, Garage Study

Chairperson Plummer noted that a parking garage takes constant ongoing maintenance to prevent deterioration, and hoped that this study would assist the County in preventative maintenance.

Mr. Crichton reported that Bruce Tarbox, the Facilities Manager, had brought up this subject a year ago because he wanted to be sure the County was performing the right type of maintenance because he had noticed more decay than he was comfortable with. He noted his own experience with parking garages as the Assistant City Manager in Lewiston, and concurred with the Facilities Manager's recommendations.

The following bids were received:

Hoyle, Tanner & Associates, Inc.	\$8,185.00
Citerium - Mooney Engineering	11,590.00
Therriault/Landmann	14,500.00
Corrosion Probe CP	19,900.00
Desman Associates	12,310.00
Walker Parking Consultants	13,000.00

Mr. Tarbox reported that this study would provide the County with a 20-year plan to maintain the garage. He noted that after review and additional information from the bidders, he did not feel the low bidder, Hoyle, Tanner & Associates, Inc., provided an adequate level of testing. He recommended the bid be awarded to the next lowest bidder, Citerium - Mooney Engineering. The Board commended Mr. Tarbox on the thoroughness of his report and his insights on this issue.

Motion by Commissioner Clenott to award the bid to Citerium - Mooney Engineering in the amount of \$11,590. Second by Commissioner Feeney, so voted.

#### 2000-77 Approval, County's Share of Bridge Replacement, Bridgton

Mr. Crichton reported that Cumberland County has received an Approval to Proceed form from the Maine Department of Transportation following the unscheduled project caused by the May 2000 failure of the Meadow Road Bridge in Bridgton. The estimated cost of the project is \$250,000 with the State paying 75% and the Town 25%. In accordance with Local Bridge Law, the County must bear the financial responsibility for the Town's share for Town Bridges on State Aid Roads. The County's share would be an estimated \$62,500 but could be as much as \$68,750 after actual expenditures are tallied upon completion of the project. The form states that the County will be invoiced for

25% of the County's estimated share, or \$15,625.00, upon receipt of the signed agreement, but not before December 2000, and will be invoiced for the remaining balance upon completion.

Mr. Crichton noted that Ron Belanger, Bridgton Town Manager, was scheduled to attend but had a conflicting commitment. Mr. Belanger extended his appreciation in advance for the County's assistance.

Motion by Commissioner Clenott to approve up to \$68,750 for replacement of the Meadow Road Bridge. Second by Chairperson Plummer, so voted. After discussion, it was agreed to pay this out of surplus.

John Ridge, Cape Elizabeth, initiated discussion on the number of bridges the County is responsible for if repairs or replacement. The County Manager responded that he would research this issue, and provide him with the information.

#### 2000-78 Contract, Police Services, MSAD #6

Mr. Crichton reported that this was a renewal of the standard contract with MSAD #6, and concurred with the Sheriff's recommendation to approve the contract as presented.

Major Walter Slocum noted that the Sheriff's Office has contracted with Bonny Eagle High School for the last 6 years, and the contract provides a deputy for 175 school days per year, 8 hours a day.

Motion by Commissioner Clenott to authorize the Chairperson to sign the contract as presented in the amount of \$33,214.29. Second by Commissioner Feeney, so voted. Chairperson Plummer noted that the contract dates were from 9/1/00 through 6/30/01.

John Ridge initiated discussion on the other contracts with schools and towns in Cumberland County.

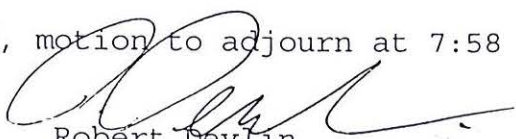
#### 2000-79 Tax Appeal Request, Merritt, Property in Harrison

On the motion of Commissioner Clenott and the second of Commissioner Feeney, the tax appeal request received from William and Helen Merritt was placed on file for a hearing at a later date. The Deputy Clerk was directed to forward the appropriate forms to the petitioners.

John Ridge initiated discussion on the tax appeal procedure for the towns in Cumberland County that do not have their own Board of Tax Assessors and in which the Commissioners are responsible for arbitration.

No further business conducted, motion to adjourn at 7:58 PM.

ATTEST:

  
Robert Devlin  
Deputy County Manager

Next regular meeting, Monday, September 11, 2000 at 7:00 PM.



HARDSHIP ABATEMENT MOTION:

...motion to grant an abatement request made pursuant to 36 MRSA subsection 841(2) in the sum of \$1,861.19 for tax year 1998 and the sum of \$1,983.31 for tax year 1999.

Council  
9/25/20  
NJ

## Regional Transportation Advisory Committee Region 6

### CONTACTS:

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20 September 2000

Mr. Robert Benson, Town Manager  
Cumberland Town Office  
290 Tuttle Road  
Cumberland, ME 04021

Dear Mr. Benson,

I wanted to again express my appreciation on behalf of RTAC 6 for the opportunity to speak before the Cumberland Town Council regarding the Maine Department of Transportation planning process and upcoming public hearing for the Six Year Plan.

I hope that the Town of Cumberland will consider sending a representative(s) to the Six Year Plan public hearing scheduled for October 10<sup>th</sup> at the Buxton Town Hall from 6:30 – 8:30 PM. Please call me if you have any questions, or I may be of further assistance.

Sincerely,



Eric Ortman,  
Transportation planner



## **NOMINATIONS FOR LANDS AND CONSERVATION COMMISSION**

One Year: Robert Heyner, Betty Surgi, George Hyde

Two Years: John Eldredge, Rob Craig, Anne Maher

Three Years: Roger Monthey, Ellen Hoffman, Sally Stockwell, Jennifer West

~~Meeting~~  
Feb 10 2003  
E film any state programs

For respondents to letter + map  
synthesis - can you do map  
of interrelated parties

Name of property owner

Address

Size of parcel

Zone

Description of parcel

Assessed value

Annual taxes

Current use designations

Any state programs



**Parcel number:** 1

**Parcel location:** 14 Tuttle Road

**Name of property owner:** Elizabeth Babb

**Description:** Map R01 Lot 3  
Book 11440 Page 162

**Parcel size (in acres):** 20.6

**Zoning district:** LDR

**Assessed value:** \$ 154,100.00

**Annual taxes:** \$ 7,224.52

**Current use designations:**  
(State programs)

None

**Parcel number:** 2

**Parcel location:** Range Road

**Name of property owner:** Barbara Berkovich

**Description:** Map R05 Lot 8  
Book 2554 Page 372

**Parcel size (in acres):** 21.2

**Zoning district:** RR1

**Assessed value:** \$ 6,000.00

**Annual taxes:** \$ 130.80

**Current use designations:**  
**(State programs)**

Tree Growth



**Parcel number:** 3

**Parcel location:** 99 Woody Creek Lane

**Name of property owner:** Gloria Jean Butler

**Description:**      **Map** R03      **Lot** 10  
                         **Book** 11078      **Page** 261

**Parcel size (in acres):** 42.3

**Zoning district:** RR1

**Assessed value:** \$ 93,700.00

**Annual taxes:** \$ 7,600.57

**Current use designations:**  
**(State programs)**

None

**Parcel number:** 4

**Parcel location:** 30 Rosa Lane

**Name of property owner:** Susan Cianchette

**Description:** Map R05 Lot 42  
Book 13995 Page 281

**Parcel size (in acres):** 21.5

**Zoning district:** RR2

**Assessed value:** \$ 92,700.00

**Annual taxes:** \$ 7,549.34

**Current use designations:**  
(State programs)

None



**Parcel number:** 5

**Parcel location:** 135 Main Street

**Name of property owner:** Hugh Harwood

**Description:** Map U08 Lot 6  
Book 7281 Page 154

**Parcel size (in acres):** 26.8

**Zoning district:** HC

**Assessed value:** \$ 81,600.00

**Annual taxes:** \$ 4,583.44

**Current use designations:**  
(State programs)

None

**Parcel number:** 6

**Parcel location:** 111 Bruce Hill Road

**Name of property owner:** Earl Holdsworth

**Description:** Map R05 Lot 42A  
Book 3109 Page 372

**Parcel size (in acres):** 38.9

**Zoning district:** RR1

**Assessed value:** \$ 109,500.00

**Annual taxes:** \$ 6,743.82

**Current use designations:**  
(State programs)

None



**Parcel number:** 7

**Parcel location:** 220 Tuttle Road

**Name of property owner:** Suzanne McCarthy

**Description:**      **Map** R03              **Lot** 48B  
                                 **Book** 14478          **Page** 193

**Parcel size (in acres):** 34

**Zoning district:** RR1

**Assessed value:** \$ 132,100.00

**Annual taxes:** \$ 9,798.00

**Current use designations:**  
**(State programs)**

None

**Parcel number:** 8

**Parcel location:** 42 Winn Road

**Name of property owner:** Sally Merrill

**Description:** Map R05 Lot 7  
Book 6331 Page 121

**Parcel size (in acres):** 67.6

**Zoning district:** RR2

**Assessed value:** \$ 131,400.00

**Annual taxes:** \$ 8,047.46

**Current use designations:**  
(State programs)

Tree Growth



**Parcel number:** 9

**Parcel location:** 43 Winn Road

**Name of property owner:** Sally Merrill

**Description:** Map R03 Lot 3  
Book 6331 Page 121

**Parcel size (in acres):** 59.2

**Zoning district:** RR1

**Assessed value:** \$ 74,900.00

**Annual taxes:** \$ 5,473.98

**Current use designations:**  
(State programs)

Farmland

**Parcel number:** 10

**Parcel location:** Stratton Woods Road

**Name of property owner:** Gene Stratton

**Description:** Map R07 Lot 57  
Book 12248 Page 159

**Parcel size (in acres):** 66.5

**Zoning district:** RR2

**Assessed value:** \$ 55,100.00

**Annual taxes:** \$ 1,201.18

**Current use designations:**  
(State programs)

None



**Parcel number:** 11

**Parcel location:** 42 Shaw Farm Road

**Name of property owner:** Robert Waterhouse

**Description:** Map R05 Lot 31  
Book 4717 Page 239

**Parcel size (in acres):** 51.2

**Zoning district:** RR1

**Assessed value:** \$ 121,800.00

**Annual taxes:** \$ 7,414.18

**Current use designations:**  
(State programs)

None