

**Town of North Yarmouth  
Select Board Meeting Agenda  
Tuesday, October 3, 2017  
7:00PM - Town Office Meeting Room**

**I. Call to Order**

**II. Public Hearing - General Assistance Ordinance**

**III. Minutes of Previous Meeting(s)**

- September 5, 2017
- September 19, 2017 - Not yet available

**IV. Public Comment - Non-Agenda Items**

Comments regarding issues, concerns, commendations or matters of general public information are welcome. Individuals shall have three (3) minutes to speak and be asked to state their name & legal residence. The public is encouraged when commenting or expressing points of view about an individual(s) that they do so in a respectful and constructive manner. Topics relating to personnel or personnel matters cannot be acknowledged.

**V. Management Reports & Communications**

- Town Manager's Report
- Financial Reports

**VI. Old Business**

- Town Office Facility
- Wescustogo Hall & North Yarmouth Community Center
- Charter/Spectrum (TWCC) Franchise Agreement

**VII. New Business**

None

**VIII. Accounts Payable - Review & Approval**

- Accounts Payable

**IX. Any Other Business**

(Board communications of written, electronic, or verbal information to include but not limited to pending or future agenda meeting topics.)

**X. Adjournment**

**REMINDERS TO THE ATTENDING PUBLIC:** Please mute all digital devices; Select Board meetings are open to the public, but the public may not speak unless recognized by the Chairperson first.

Date: September 27, 2017

To: Select Board

Fr: Rosemary E. Roy, Town Manager <sup>RR</sup>

**RE: GENERAL ASSISTANCE APPENDICES A-D PUBLIC HEARING AND ADOPTION**

1. **Open the Hearing** - A motion must be made, seconded, and voted on to open the Public Hearing.
2. **Explanation** - Appendices A-D are reviewed on an annual basis by the Department of Health and Human Services and if necessary revised to meet current standards of living. These appendices cover food, utilities, housing, heating fuel and overall maximum living costs to coincide with the municipality's General Assistance Ordinance. Municipal officers must approve/adopt the new Appendices annually. A summary sheet comparing last year's maximums to the proposed changes is provided along with more detailed information from DHHS. The Chair or Town Manager may present this summary.
3. **Public Participation** - The Select Board can recognize questions and or statements from the public in attendance.
4. **Board Inquiries/Discussions** - After public participation, the Board may discuss the subject matter, if necessary.
5. **Close the Hearing** - When it is clear that discussion of the subject has ended a motion to close the Public Hearing (seconded and voted) should take place.
6. **Motion** - The Board should then take action on the matter to accept the proposed amendments to the North Yarmouth General Assistance Ordinance as presented.

# General Assistance Maximums Summary Comparison

Effective: 10/01/2017 to 09/30/2018

## Overall Monthly Maximums - Appendix A

Number of Persons in Household 2016-2017					
1	2	3	4	5	Each Additional
838	975	1220	1638	1717	+\$75
Number of Persons in Household 2017-2018					
1	2	3	4	5	Each Additional
1,002	1,131	1,431	1,931	2,097	+\$75

## Food Maximums - Appendix B

Household	Monthly Maximums 2016-2017	Monthly Maximums 2017-2018
1	194	192
2	357	352
3	511	504
4	649	640
5	771	760
6	925	913
7	1022	1009
8	1169	1153
Each Additional	146	144

## Housing Maximums – Appendix C

Bedrooms	Monthly Maximums 2016-2017		Monthly Maximums 2017-2018	
	Unheated Monthly	Unheated Monthly	Heated Monthly	Heated Monthly
0	674	844	775	942
1	781	943	905	1064
2	983	1227	1137	1354
3	1355	1658	1543	1841
4	1377	1771	1606	1994

## Utilities: Electricity – Appendix D

Household Size	2016-2017 w/o Hot Water	2017-2018 w/o Hot Water	2016-2017 with Hot Water	2017-2018 with Hot Water
1	60.00	NO CHANGE	86.00	89.00
2	67.50		102.00	102.00
3	75.00		119.00	119.00
4	86.00		139.00	139.00
5	99.00		160.00	167.00
6	107.00		176.00	176.00
Each Additional	7.50		10.00	10.00

## Heating Fuel: No Change - Appendix E

See Chart.

## 2017-2018 GA Overall Maximums

Metropolitan Areas

COUNTY	Persons in Household				
	1	2	3	4	5*
<b>Bangor HMFA:</b> Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	714	788	994	1,242	1,506
<b>Penobscot County HMFA:</b> Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	605	682	847	1,095	1,269
<b>Lewiston/Auburn MSA:</b> Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	641	726	915	1,169	1,397
<b>Portland HMFA:</b> Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, <b>North Yarmouth</b> , Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth; Buxton, Hollis, Limington, Old Orchard Beach	1,002	1,131	1,431	1,931	2,097
<b>York/Kittery/S.Berwick HMFA:</b> Berwick, Eliot, Kittery, South Berwick, York	982	1,025	1,333	1,714	2,173
<b>Cumberland County HMFA:</b> Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	761	807	1,072	1,561	1,780

## Appendix A

Effective: 10/01/17-09/30/18

COUNTY	1	2	3	4	5*
<b>Sagadahoc HMFA:</b> Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	781	863	999	1,318	1,600
<b>York County HMFA:</b> Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	745	872	1,079	1,457	1,477

\*Note: Add \$75 for each additional person.

### Non-Metropolitan Areas

#### Persons in Household

COUNTY	1	2	3	4	5*
<b>Aroostook County</b>	618	642	760	965	1,049
<b>Franklin County</b>	646	671	793	985	1,400
<b>Hancock County</b>	693	787	992	1,249	1,367
<b>Kennebec County</b>	722	746	928	1,216	1,297
<b>Knox County</b>	754	755	928	1,186	1,315
<b>Lincoln County</b>	783	834	987	1,234	1,470
<b>Oxford County</b>	630	646	771	1,110	1,343
<b>Piscataquis County</b>	595	672	828	1,090	1,125
<b>Somerset County</b>	675	704	835	1,133	1,146
<b>Waldo County</b>	680	751	887	1,206	1,281
<b>Washington County</b>	630	645	763	985	1,173

\* Please Note: Add \$75 for each additional person.

## Appendix B

Effective: 10/01/17 to 09/30/18

### 2017-2018 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2017, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	44.65	192
2	81.86	352
3	117.21	504
4	148.84	640
5	176.74	760
6	212.33	913
7	234.65	1,009
8	268.14	1,153

**Note: For each additional person add \$144 per month.**

## 2017-2018 GA Housing Maximums (Heated & Unheated Rents)

**NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS!** Municipalities should **ONLY consider** adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (See Instruction Memo for further guidance.)**

### **Non-Metropolitan FMR Areas**

<b><u>Aroostook County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	111	476	130	559
1	111	476	134	578
2	130	558	159	684
3	167	718	204	878
4	177	762	221	949
<b><u>Franklin County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	117	503	137	587
1	117	503	141	607
2	137	591	167	717
3	173	743	209	898
4	258	1,108	302	1,300
<b><u>Hancock County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	124	535	147	633
1	139	599	167	720
2	183	788	213	915
3	227	976	270	1,159
4	242	1,041	294	1,264
<b><u>Kennebec County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	131	564	154	662
1	131	564	158	679
2	168	724	198	851
3	219	943	262	1,126
4	226	971	278	1,194

**Non-Metropolitan FMR Areas**

<b><u>Knox County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	139	596	161	694
1	139	596	161	694
2	168	724	198	851
3	212	913	255	1,096
4	230	989	282	1,212
<b><u>Lincoln County</u></b>				
	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	145	625	168	723
1	150	646	178	767
2	182	783	212	910
3	223	961	266	1,144
4	266	1,144	318	1,367
<b><u>Oxford County</u></b>				
	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	110	472	133	570
1	110	472	135	579
2	132	567	161	694
3	195	837	237	1,020
4	237	1,017	288	1,240
<b><u>Piscataquis County</u></b>				
	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	106	457	126	540
1	118	508	143	613
2	147	630	177	759
3	198	853	235	1,011
4	198	853	240	1,034
<b><u>Somerset County</u></b>				
	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	120	517	143	615
1	121	519	148	637
2	147	631	176	758
3	202	869	243	1,043
4	202	869	243	1,043



**Non-Metropolitan FMR Areas**

<b><u>Waldo County</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	121	522	144	620
1	131	563	159	684
2	159	683	188	810
3	217	933	260	1,116
4	222	955	274	1,178
<b><u>Washington County</u></b>				
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	110	472	133	570
1	110	472	134	578
2	130	559	160	686
3	166	712	208	895
4	208	847	249	1,070

**Metropolitan FMR Areas**

<b><u>Bangor HMFA</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	129	556	152	654
1	140	600	168	721
2	184	790	213	917
3	225	969	268	1,152
4	275	1,180	326	1,403
<b><u>Penobscot Cty. HMFA</u></b>				
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	104	447	127	545
1	115	494	143	615
2	149	643	179	770
3	191	822	234	1,005
4	219	943	271	1,166
<b><u>Lewiston/Auburn MSA</u></b>				
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	112	483	135	581
1	125	538	153	659
2	165	711	195	838
3	208	896	251	1,079
4	249	1,071	301	1,294

**Metropolitan FMR Areas**

<b><u>Portland HMFA</u></b>	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	196	844	219	942
1	219	943	247	1,064
2	285	1,227	315	1,354
3	386	1,658	428	1,841
4	412	1,771	464	1,994
<b><u>York/Kittery/S. Berwick HMFA</u></b>				
	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	192	824	214	922
1	195	837	223	958
2	263	1,129	292	1,256
3	335	1,441	378	1,624
4	430	1,847	481	2,070
<b><u>Cumberland Cty. HMFA</u></b>				
	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	140	603	163	701
1	144	619	172	740
2	202	868	231	995
3	299	1,288	342	1,471
4	338	1,454	390	1,677
<b><u>Sagadahoc Cty. HMFA</u></b>				
	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	145	623	168	721
1	157	675	185	796
2	185	795	214	922
3	243	1,045	286	1,228
4	296	1,274	348	1,497
<b><u>York Cty. HMFA</u></b>				
	<b><u>Unheated</u></b>		<b><u>Heated</u></b>	
Bedrooms	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	136	587	159	685
1	159	684	187	805
2	203	875	233	1,002
3	275	1,184	318	1,367
4	269	1,156	320	1,374

## APPENDIX D - UTILITIES

### ELECTRIC

**NOTE:** For an electrically heated dwelling also see “Heating Fuel” maximums below. But remember, an applicant is *not automatically* entitled to the “maximums” established—applicants must demonstrate need.

1) **Electricity Maximums for Households Without Electric Hot Water:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.90	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

**NOTE:** For each additional person add \$7.50 per month.

2) **Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

**NOTE:** For each additional person add \$10.00 per month.

**NOTE:** For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

## APPENDIX E - HEATING FUEL

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

**FOR MUNICIPAL USE ONLY**

**NOTE:** When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

**APPENDIX F - PERSONAL CARE & HOUSEHOLD SUPPLIES**

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

**NOTE:** For each additional person add \$1.25 per week or \$5.00 per month.

**SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5**

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

*FOR MUNICIPAL USE ONLY*

# **GENERAL ASSISTANCE ORDINANCE APPENDICES A-D 2017-2018**

The Municipality of North Yarmouth, Maine adopts the MMA Model Ordinance GA Appendices (A-D) for the period of Oct. 1, 2017 - September 30, 2018. These appendices are filed with the Department of Health and Human Services (DHHS) in compliance with Title 22 M.R.S.A. §4305(4).

Signed the 3rd of October 2017 by the municipal officers:

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Peter Lacy

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Jeanne Chadbourne

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Anne Graham

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Jennifer Speirs

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Steve Morrison

**Town of North Yarmouth  
Select Board Meeting Minutes  
September 5, 2017**

**Call to Order**

Members present: Peter Lacy, Jeanne Chadbourne, Anne Graham, Jennifer Speirs and Stephen Morrison. Town Manager Rosemary Roy was also present.

**Public Hearing - Proposed Fee Schedule Amendments**

Members of the Select Board moved and seconded to open the public hearing on the proposed amendments to the town Fee Schedule. Discussion: None. **Vote: 5-Yes 0-No**

Chairperson Lacy provided a brief summary of the changes and explained the jurisdiction through the town Charter the Board has over approval of these amendments. There was no public participation.

Members of the Select Board moved and seconded to close the public hearing on the proposed amendments to the town Fee Schedule. Discussion: None. **Vote: 5-Yes 0-No**

Members of the Select Board moved and seconded to adopt the proposed amendments to the town Fee Schedule as presented. Discussion: None. **Vote: 5-Yes 0-No**

**Public Hearing - Proposed Changes to the Town Charter**

Members of the Select Board moved and seconded to open the public hearing on the proposed amendments to the town Charter. Discussion: None. **Vote: 5-Yes 0-No**

Chairperson Lacy provided a brief explanation of the proposed change to the Charter which would allow for a two (2) year terms for those volunteers participating on town ad hoc committees. There was no public participation.

Members of the Select Board moved and seconded to close the public hearing on the proposed amendments to the town Charter. Discussion: None. **Vote: 5-Yes 0-No**

It was noted by the Chair and the Town Manager that this amendment would go before the townspeople for approval and adoption at the Annual Town Meeting in April 2018.

**Special Presentation - Robert Konczal, Town Assessor - FY18 Tax Commitment**

Assessor, Bob Konczal, provided the Board with an explanation of the increased property values for this year's tax commitment which in turn lowered the mil rate to 16.27. This town-wide increase in property assessments of approximately 10% brings properties into alignment with current economic trends relating directly to North Yarmouth and surrounding areas and will aid in avoiding a complete town revaluation down the road.

**Minutes of Previous Meeting(s)**

Select Board members moved and seconded to accept the Select Board Meeting Minutes of August 15, 2017. Discussion: None. **Vote: 5-Yes 0-No**

**Public Comment - Non-Agenda Items**

Resident Paul Napolitano asked what the amount of the unassigned fund balance was used to set the mil rate. The Town Manager stated that per the Annual Town Meeting an amount of \$200,000 was applied.

**Management Reports & Communications**

Town Manager's Report - The Town Manager provided the Board with a summary of her written report. In her report was the request to reappoint regular member Patrick Gilligan to the

Comprehensive Plan Committee. Select Board members moved and seconded to appoint Patrick Gilligan to the Comprehensive Planning Committee. Discussion: None. **Vote: 5-Yes 0-No**

And on an additional request, the Board by consensus agreed to implement the schedule created by the manager to plan for committees to meet with the Select Board.

**Old Business**

Wescustogo Hall & North Yarmouth Community Center - The Board agreed to hold a workshop on September 19<sup>th</sup> from 6-7pm to discuss the concerns and questions submitted to the Board by the Wescustogo Building & Design Committee.

**New Business**

None

**Accounts Payable**

Select Board members moved and seconded to approve town payable warrants 7 and 8 totaling \$169, 258.94 Discussion: None. **Vote: 5-Yes 0-No**

**Any Other Business**

The Board discussed and agreed to explore and possibly implement a program for citizens to come in and meet with one or two Board members to discuss or share any concerns or ideas for the town. The Town Manager will send out some ideas for implementing.

**Adjournment**

A Select Board member moved to adjourn.

Recorded by: Rosemary E. Roy, Town Manager

**RECORDING NOTE:** During the recording of this meeting the broadcasting equipment faulted and no audio/video version of this meeting was able to be retained. These minutes are documented from a combination of supporting materials, notes, and participation.

Select Board

\_\_\_\_\_  
Peter Lacy, Chair

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Jeanne Chadbourne, Vice Chair

\_\_\_\_\_  
Anne Graham

\_\_\_\_\_  
Stephen Morrison

\_\_\_\_\_  
Jennifer Speirs

The information contained in this report is intended to inform the Select Board, staff, and residents, some of the current activities taking place within the manager's office or the Town in general. All topics are open for discussion.

**Online Assessing Records** - Online tax assessing records are now updated reflecting current values associated with the most recent tax commitment.

**County Recognition Announcement:** The Wescustogo Building & Design Committee was chosen as one of three winners of the Spirit of America Award. The Cumberland County Commissioners will present an award to the group at their next Commissioner Meeting, which will take place on Tuesday, October 10<sup>th</sup>, at 5:30 p.m., in the Peter J. Feeney Conference Room at the Cumberland County Courthouse, 205 Newbury Street, Portland, ME.

**MSAD 51 Strategic Planning Committee:** I will once again be participating on the Strategic Planning committee for phase two of the strategic plan. The committee is holding a Community Dialogue Event on Thursday, November 9<sup>th</sup> at 5:30pm. I encourage the Select Board and any citizens who are interested in learning more about the program to participate in this event. RSVP is needed by November 1<sup>st</sup>.

**Planning Board:** I have dedicated time to working with members of the Planning Board and Code Enforcement staff on improving efficiencies of the application process.

**Comprehensive Plan:** Time has and will continue to be dedicated to assisting the committee with the final document preparing for an open presentation in November.

**Other:** I also attended meeting with the EDSC and NY School Fund Committee during this period. Work continues on several ongoing projects.

Respectfully,

*Rosemary*

Rosemary E. Roy, Town Manager



## Expense Detail Report

ALL Accounts  
July-September

Account----- Date	Jrnl	Desc---	Current Budget	Debits	Credits	Unexpended Balance
110 - MUNICIPAL ADMINISTRATION			438,954.00	0.00	0.00	438,954.00
<b>01 - MUNICIPAL ADMIN OPERATIONS</b>			<b>308,599.00</b>	<b>73,438.26</b>	<b>0.00</b>	<b>235,160.74</b>
<b>02 - CONTRACTS/PROFESSIONAL SERVICE</b>			<b>62,100.00</b>	<b>11,101.50</b>	<b>0.00</b>	<b>50,998.50</b>
<b>03 - BUILDINGS &amp; GROUNDS</b>			<b>44,774.00</b>	<b>14,045.98</b>	<b>33.18</b>	<b>30,761.20</b>
<b>04 - COMMUNICATIONS COMMITTEE</b>			<b>4,250.00</b>	<b>371.13</b>	<b>0.00</b>	<b>3,878.87</b>
<b>05 - NY MEMORIAL SCHOOL OPERATIONS</b>			<b>19,231.00</b>	<b>5,005.51</b>	<b>0.00</b>	<b>14,225.49</b>
		<b>Department..</b>	<b>438,954.00</b>	<b>103,962.38</b>	<b>33.18</b>	<b>335,024.80</b>
120 - COMMUNITY SERVICES			128,613.00	0.00	0.00	128,613.00
<b>01 - CEO SERVICES &amp; PLANNING</b>			<b>63,428.00</b>	<b>14,051.60</b>	<b>0.00</b>	<b>49,376.40</b>
<b>02 - ECONOMIC DEVELOPMENT</b>			<b>32,500.00</b>	<b>23.09</b>	<b>0.00</b>	<b>32,476.91</b>
<b>03 - PARKS &amp; RECREATION</b>			<b>9,600.00</b>	<b>688.74</b>	<b>0.00</b>	<b>8,911.26</b>
<b>04 - GENERAL ASSISTANCE</b>			<b>7,688.00</b>	<b>336.00</b>	<b>0.00</b>	<b>7,352.00</b>
<b>05 - SOCIAL SERVICES</b>			<b>9,432.00</b>	<b>1,783.49</b>	<b>0.00</b>	<b>7,648.51</b>
<b>06 - CEMETERIES</b>			<b>5,215.00</b>	<b>0.00</b>	<b>0.00</b>	<b>5,215.00</b>
<b>07 - LIVING WELL</b>			<b>750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>750.00</b>
		<b>Department..</b>	<b>128,613.00</b>	<b>16,882.92</b>	<b>0.00</b>	<b>111,730.08</b>
130 - PUBLIC SAFETY			371,329.00	0.00	0.00	371,329.00
<b>01 - FIRE RESCUE DEPARTMENT</b>			<b>274,855.00</b>	<b>52,892.68</b>	<b>214.94</b>	<b>222,177.26</b>
<b>02 - CONTRACTS / PROFESSIONAL SVCS</b>			<b>96,474.00</b>	<b>13,947.17</b>	<b>0.00</b>	<b>82,526.83</b>
		<b>Department..</b>	<b>371,329.00</b>	<b>66,839.85</b>	<b>214.94</b>	<b>304,704.09</b>
140 - PUBLIC WORKS			692,080.00	0.00	0.00	692,080.00
<b>01 - OPERATIONS</b>			<b>449,080.00</b>	<b>72,899.99</b>	<b>175.78</b>	<b>376,355.79</b>
<b>02 - ROADWAY MAINTENANCE</b>			<b>243,000.00</b>	<b>95,242.43</b>	<b>0.00</b>	<b>147,757.57</b>
		<b>Department..</b>	<b>692,080.00</b>	<b>168,142.42</b>	<b>175.78</b>	<b>524,113.36</b>
150 - SOLID WASTE & RECYCLING			199,705.00	0.00	0.00	199,705.00
<b>01 - SOLID WASTE</b>			<b>199,705.00</b>	<b>44,623.63</b>	<b>0.00</b>	<b>155,081.37</b>
		<b>Department..</b>	<b>199,705.00</b>	<b>44,623.63</b>	<b>0.00</b>	<b>155,081.37</b>
160 - FIXED EXPENSES			7,765,475.00	0.00	0.00	7,765,475.00
<b>02 - EMPLOYEE BENEFITS</b>			<b>277,921.00</b>	<b>53,458.29</b>	<b>0.00</b>	<b>224,462.71</b>
<b>03 - MUNICIPAL INSURANCE</b>			<b>38,591.00</b>	<b>20,502.50</b>	<b>0.00</b>	<b>18,088.50</b>
<b>04 - MSAD #51 - EDUCATION</b>			<b>6,703,249.00</b>	<b>1,692,953.16</b>	<b>0.00</b>	<b>5,010,295.84</b>
<b>05 - NY/CUMBERLAND SHARED SERVICES</b>			<b>188,790.00</b>	<b>0.00</b>	<b>0.00</b>	<b>188,790.00</b>
<b>06 - COUNTY TAX</b>			<b>323,824.00</b>	<b>323,824.00</b>	<b>0.00</b>	<b>0.00</b>
<b>07 - OVERLAY</b>			<b>0.00</b>	<b>4,912.98</b>	<b>0.00</b>	<b>-4,912.98</b>
<b>08 - BUDGETED RESERVES</b>			<b>233,100.00</b>	<b>0.00</b>	<b>0.00</b>	<b>233,100.00</b>
		<b>Department..</b>	<b>7,765,475.00</b>	<b>2,095,650.93</b>	<b>0.00</b>	<b>5,669,824.07</b>
<b>Final Totals</b>			<b>9,596,156.00</b>	<b>2,496,102.13</b>	<b>423.90</b>	<b>7,100,477.77</b>

FY18 - 1st Quarter

26.01%

North Yarmouth

**Revenue Detail Report**

9/30/2017

ALL Accounts  
July to September

Account----- Date	Jrnl	Desc---	Current Budget	Debits	Credits	Uncollected Balance
100 - REVENUES			1,739,201.00	0.00	0.00	9,596,156.00
4010 - AGENT FEES			12,300.00	1.00	3,045.25	9,255.75
4020 - RESCUE FEES			45,000.00	0.00	15,583.94	29,416.06
4050 - BOAT EXCISE			8,400.00	0.00	1,103.40	7,296.60
4060 - BUILDING PERMITS			41,000.00	0.00	4,407.85	36,592.15
4065 - BUDGETED USE OF UFB			200,000.00	0.00	0.00	200,000.00
4070 - CASH SHORT/OVER			0.00	0.00	20.10	-20.10
4080 - CATV FRANCHISE FEES			29,000.00	0.00	0.00	29,000.00
4090 - CELL TOWER RENTAL			37,200.00	0.00	9,452.41	27,747.59
4110 - CEO MISC. PERMITS			500.00	0.00	72.16	427.84
4120 - CEO POWNAL SERVICES			15,000.00	0.00	3,490.84	11,509.16
4130 - CLERK FEES			755.00	0.00	160.00	595.00
4140 - CUSTOMER SERVICES FEES			1,000.00	0.00	85.88	914.12
4150 - DOG LICENSE FEES / ACO SERVICE			1,650.00	0.00	62.00	1,588.00
4155 - DONATIONS			1,000.00	0.00	0.00	1,000.00
4160 - ELECTRICAL PERMITS			7,200.00	0.00	2,841.92	4,358.08
4200 - GENEALOGY SEARCH			250.00	0.00	0.00	250.00
4210 - GENERAL ASSISTANCE			2,500.00	0.00	0.00	2,500.00
4220 - HOMESTEAD EXEMPTION			137,262.00	0.00	30,309.00	106,953.00
4260 - LOCAL ROAD ASSISTANCE PROGRAM			27,000.00	0.00	0.00	27,000.00
4265 - PROPERTY & CASUALTY POOL			2,000.00	0.00	2,089.00	-89.00
4270 - MSAD ELECTIONS			2,200.00	0.00	1,628.99	571.01
4280 - MISC REVENUES			1,200.00	0.00	860.00	340.00
4290 - BMV EXCISE			830,000.00	0.00	209,585.16	620,414.84
4310 - PEER REVIEW			1,500.00	0.00	0.00	1,500.00
4320 - PLANNING BOARD			400.00	0.00	0.00	400.00
4330 - PLUMBING PERMITS			8,000.00	0.00	1,477.50	6,522.50
4340 - RENTAL FEES			12,000.00	0.00	2,675.00	9,325.00
4350 - REVENUE SHARING			179,209.00	0.00	175,758.82	3,450.18
4370 - SITE PLAN REVIEW			500.00	0.00	150.00	350.00
4380 - SNOWMOBILE CLUBS STATE REIMBUR			1,200.00	0.00	0.00	1,200.00
4390 - SOLID WASTE/RECYCLING			110,500.00	0.00	38,450.00	72,050.00
4400 - SW HAULER PERMIT			75.00	0.00	0.00	75.00
4420 - TAX INTEREST			12,500.00	0.00	2,075.75	10,424.25
4430 - TAX PENALTY			3,900.00	0.00	931.90	2,968.10
4480 - TREE GROWTH EXEMPTION			1,900.00	0.00	0.00	1,900.00
4500 - VETERAN'S EXEMPTION			2,000.00	1,478.00	2,956.00	522.00
4510 - VITAL RECORDS			3,100.00	0.00	993.80	2,106.20
<b>Final Totals</b>			<b>1,739,201.00</b>	<b>1,479.00</b>	<b>510,266.67</b>	<b>1,230,413.33</b>

FY18 - 1st Quarter

29.34%

Date: September 26, 2017

To: Select Board

Fr: Rosemary E. Roy, Town Manager <sup>RR</sup>

**RE: TOWN OFFICE FACILITY**

Air Quality - Options

**Option 1 - Dehumidifiers:** To reduce the moisture in the building 3-4 units could be purchased (placed on each floor) at the cost of \$350-\$500 each. Units that have a high reservoir volume (70 + pints or greater - automatic draining currently not available in the building) with a low noise facture (difficult to find - can increase price) is preferred. Note: Dehumidifiers will not remove and or filter airborne irritants. Cost: \$2000

**Option 2 - Heat Pumps:** Installing heat pumps on each floor would reduce moisture, provide for both heat and air conditioning, and because they are equipped with HEPA filtration will aid significantly in clearing the air of mold spores and other airborne irritants. Heat pumps operate very efficiently, and the town would, in turn, save money going forward in heat costs alone.

Additional notes: The units purchased a year ago to aid with filtering the air are beginning to break down. These units were \$750 each (4).

Now that my office is on the main floor I have become aware of the intense noise given off by the air conditioning system. Further research on this (contractors/distributors) provided no solution for quieting the unit. I plan to have a decibel level reading on the unit and compare it to what OSHA has listed for levels, however, installing heat pumps would eliminate the noise issue and a number of irritants circulated by the air conditioning unit.

Cost: \$16,000 includes installation (does not include state rebate of \$500 per unit - 5 units/\$2500).

**Option 3 - Carpeting:** Professionally cleaning every 3 months to reduce airborne agents - Cost: \$1,451.

Replace carpeting (needed) - with carpet tiles (allows for easier replace for unforeseen water and mold issues) - Cost: \$4,970 (installed)

Additional notes: If heat pumps are installed in the building professional carpet cleaning will only be needed once a year as part of regular maintenance. If dehumidifiers are installed, carpeting will still require quarterly cleaning to remove spore agents.

ADA Updates - Still waiting on quotes for these repairs/changes unavailable for two-week turnaround. I plan to bring these costs to the Board at the next meeting.

- Bathrooms
- Stairwells
- Front Entrance
- Customer Service Area

**Manager's Recommendation:** Replace the carpeting and install heat pumps; most cost-effective, efficient results, practical maintenance, and healthier environment.

## **FRANCHISE AGREEMENT**

**This Franchise Agreement** (“**Franchise**”) is between the TOWN of NORTH YARMOUTH, MAINE, hereinafter referred to as the “Grantor” and Time Warner Cable Northeast LLC, locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

**WHEREAS**, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community; and

**WHEREAS**, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

**WHEREAS**, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

**NOW, THEREFORE**, the Grantor and Grantee agree as follows:

### **SECTION 1** **Definition of Terms**

**1.1 Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act.
- B. “Board” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “Channel” shall mean a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.
- E. “Equipment” shall mean any poles, wires, cable, antennae, underground conduits, manholes, and other conductors, fixtures, equipment and other facilities used for the maintenance and operation of physical facilities located in the Streets, including the Cable System.

- F. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Franchise Area.
- G. “Franchise Area” shall mean shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means.
- H. “Gross Revenue” means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Franchise Area, including, without limitation: the distribution of any Cable Service over the System; Basic Service monthly fees; all other Cable Service fees; fees paid for pay and/or pay-per-view services, installation, reconnection, downgrade, upgrade and any other similar fees; fees paid for channels designated for commercial use; converter, remote control and other equipment rentals, and/or leases and/or sales; all home shopping service(s) revenues; and advertising revenues less commissions. Gross Annual Revenues shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, any state or federal regulatory fees, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; (4) any exclusions available under applicable State law.
- I. “Person” shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- J. “Service Area” shall mean the area described in subsection 6.1 hereto.
- K. “Standard Installation” shall mean installations to residences and buildings that are located up to 125 feet from Grantee’s existing distribution system.
- L. “State” shall mean the State of MAINE.
- M. “Street” shall include each of the following located within the Franchise Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, extending, repairing and maintaining the Cable System.
- N. “Subscriber” shall mean any Person lawfully receiving Cable Service from the Grantee.

**SECTION 2**  
**Grant of Franchise**

**2.1 Grant.** The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, extend, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms, all Equipment, including the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

**2.2 Term.** The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of ten (10) years, commencing on the Effective Date of this Franchise as set forth in Section 15.12.

**2.3 Police Powers.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract.

**2.4 Cable System Franchise Required.** No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Franchise Area or be allowed to operate without a Cable System Franchise.

**SECTION 3**  
**Franchise Renewal**

**3.1 Procedures for Renewal.** The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

**SECTION 4**  
**Indemnification and Insurance**

**4.1 Indemnification.** The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall give the Grantee written notice of its obligation to indemnify the Grantor within ten (10) days of receipt of a claim or action pursuant to this section. In the event any such claim arises, the

Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, *including any PEG channels*.

**4.2 Insurance.**

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos Umbrella Liability	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

**SECTION 5**  
**Service Obligations**

**5.1 No Discrimination.** Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, Channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

**5.2 Privacy.** The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

**SECTION 6**  
**Service Availability**

**6.1 Service Area.** The Grantee shall make Cable Service distributed over the Cable System available to every residence within the Franchise Area where there is a minimum density of at least twenty (20) residences per linear strand mile of aerial cable as measured from Grantee's

closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area"). The Cable Service will be provided at Grantee's published rate for standard installations if such residence is a Standard Installation. Notwithstanding the foregoing, the Grantee shall have the right, but not the obligation, to extend the Cable System into any portion of the Franchise Area where another operator is providing Cable Service or into any annexed area which is not contiguous to the Service Area. Grantee shall not be obligated to provide service to any area where it is financially or technically infeasible to do so. Grantee at its discretion may make Cable Service available to businesses within the Service Area.

**6.2 Subscriber Charges for Extensions of the Cable System.** No Subscriber shall be refused service arbitrarily. However, if an area does not meet the density requirements of Section 6.1 above, the Grantee shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-standard Installation charges to extend the Cable System from the tap to the residence.

**6.3 New Development Underground.** In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within fifteen (15) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

**6.4 Annexation.** The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days' written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Franchise Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Franchise Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Franchise Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 15.7 with a copy to the Director of Government Affairs. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for



franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

## **SECTION 7** **Construction and Technical Standards**

**7.1 Compliance with Codes.** All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

**7.2 Construction Standards and Requirements.** All of the Grantee's Equipment shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

**7.3 Safety.** The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

**7.4 Network Technical Requirements.** The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

## **SECTION 8** **Conditions on Street Occupancy**

**8.1 General Conditions.** Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property provided Grantee is able to access existing poles, conduits, or other facilities on reasonable terms and conditions.

**8.2 Underground Construction.** The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event Grantor or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Grantee shall be similarly reimbursed.

**8.3 Construction Codes and Permits.** Grantee shall obtain all legally required permits before commencing any construction work the opening or disturbance of any Street within the Franchise Area, provided that such permit requirements are of general applicability and such permitting requirements are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Franchise Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets.

Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

**8.4 System Construction.** All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

**8.5 Restoration of Public Ways.** Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

**8.6 Tree Trimming.** Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

**8.7 Relocation for the Grantor.** The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

**8.8 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

**8.9 Reimbursement of Costs.** If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

**8.10 Emergency Use.** Grantee shall comply with 47 U.S.C. 544(g) and all regulations issued pursuant thereto with respect to an Emergency Alert System ("EAS"). If the Grantee provides an

EAS, then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

## **SECTION 9** **Service and Rates**

**9.1 Phone Service.** The Grantee shall maintain a toll-free telephone number and a phone service operated to receive complaints and requests for repairs or adjustments at any time.

**9.2 Notification of Service Procedures.** The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, Channel lineup or other substantive service changes.

**9.3 Rate Regulation.** Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC. Nothing herein shall be construed to limit the Grantee's ability to offer or provide bulk rate discounts or promotions.

**9.4 Continuity of Service.** It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 15.2 of this Franchise.

**9.5 Service to Public Buildings.** Subject to applicable law, Grantee shall provide, without charge, Standard Installation and one outlet of basic Cable Service to the locations listed in Exhibit A hereto, and the future Town office location during the term of this agreement if located within 125 feet of the cable system and can be serviced by an aerial drop. The Cable Service provided pursuant to this Section 9.5 shall not be used for commercial purposes. The Grantor shall take reasonable precautions to prevent any inappropriate use or loss or damage to the Grantee's Cable System.

## **SECTION 10** **Franchise Fee**

**10.1 Amount of Fee.** Grantee shall pay to the Grantor an annual franchise fee in an amount equal to three percent (3%) of the annual Gross Revenue. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law. The amount of franchise fee and the method of calculation shall be equal when compared to the amount or method of calculation of the franchise fee in any other cable franchise or authorization to provide video service granted by Grantor. In the event any other cable franchise or authorization to provide video service provides for a lesser franchise fee than this

Franchise, Grantee's obligation to pay a franchise fee under this Section 10.1 shall be reduced by an equivalent amount.

**10.2 Payment of Fee.** Payment of the fee due the Grantor shall be made on a semi-annual basis, within forty-five (45) days of the close of each semi-annual period. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 15.12. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

**10.3 Accord and Satisfaction.** No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

**10.4 Limitation on Recovery.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due.

## **SECTION 11** **Transfer of Franchise**

**11.1 Franchise Transfer.** The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

## **SECTION 12** **Records & Reporting**

**12.1 Inspection of Records.** Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the material terms Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee make the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books, records, or maps in the course of enforcing this Franchise, or for any other

reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books, records, or maps marked confidential, as set forth above, to any Person.

**12.2 Reports.** The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

**12.3 Records.** The Grantee shall at all times maintain a record of all written complaints received regarding interruptions or degradation of Cable Service, which records shall be maintained for two (2) years, subject to applicable law.

**12.4 Performance Bond.** Grantee shall obtain and maintain during a major construction project exceeding \$50,000 at its sole cost and expense, and file with Town, an irrevocable performance bond, running to the Town, with a surety authorized to do business as a surety in the State of Maine, to guarantee the faithful performance by Company. Such performance bond shall be in the amount of at least ten thousand dollars (\$10,000).

### **SECTION 13**

#### **Public Education and Government (PEG) Access**

**13.1 PEG Access.** Grantee shall provide one Channel on the Cable System for full time use by the Grantor non-commercial, video programming for public, education and government ("PEG") access programming. The PEG Channel may be placed on any tier of service available to Subscribers. Grantee will continue to provide the return feed for the PEG channel located at the North Yarmouth Town office at 10 Village Square Road.

**13.2 PEG Support.** In support of the PEG Channel, Grantee will provide a Capital Grant of \$15,965 to upgrade existing equipment for 24 hour broadcasting.

**13.3 PEG Competitive Neutrality.** If any new or renewed franchise agreement contains obligations that are lesser in amount than the obligations imposed in this Section 13, Franchisee's aggregate obligations under Section 13 shall be reduced to an equivalent amount. To the extent such a reduction is not sufficient to make the total obligations of this Franchise equivalent to the new or renewed franchise, Franchisee may deduct from future franchise fee payments an amount sufficient to make the obligations of this Franchise equivalent to the new or renewed franchise.

### **SECTION 14**

#### **Enforcement or Revocation**

**14.1 Notice of Violation.** If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If

these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the “Violation Notice”).

**14.2 Grantee’s Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

**14.3 Public Hearing.** If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with subsection 15.8 hereof. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board de novo. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.

**14.4 Enforcement.** Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 14.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 14.5 below.

**14.5 Revocation.**

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then

seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise. The public hearing shall be conducted in accordance with the requirements of Section 14.3 above.

- B. Notwithstanding the above provisions, the Grantee reserves all of its rights under federal law or regulation.
- C. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

## **SECTION 15** **Miscellaneous Provisions**

**15.1 Compliance with Laws.** Grantor and Grantee shall conform to all applicable state and federal laws and rules regarding cable television as they become effective. Grantee shall also conform with all generally applicable Grantor ordinances, resolutions, rules and regulations heretofore or hereafter adopted or established during the entire term of the Franchise. In the event of a conflict between Grantor ordinances, resolutions, rules or regulations and the provisions of this Franchise, the provisions of this Franchise shall govern.

**15.2 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

**15.3 Minor Violations.** Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area, or where strict performance would result in practical difficulties or hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

**15.4 Action of Parties.** In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**15.5 Equal Protection.** If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations

applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity. Nothing in this Section 15.5 shall be deemed a waiver of any remedies available to Grantee under federal, state or municipal law, including but not limited to Section 625 of the Cable Act, 47 U.S.C. § 545.

**15.6 Change in Law.** Notwithstanding any other provision in this Franchise, in the event any change to state or federal law occurring during the term of this Franchise eliminates the requirement for any person desiring to provide video service or Cable Service in the Franchise Area to obtain a franchise from the Grantor, then Grantee shall have the right to terminate this Franchise and operate the system under the terms and conditions established in applicable law. 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, unless such law allows existing franchise agreements to continue until the date of expiration provided in any existing franchise.

**15.7 Notices.** Unless otherwise provided by federal, State or local law, all notices pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or Channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: Town of North Yarmouth  
Town Manager  
10 Village Square Road  
North Yarmouth, ME 04097  
Email: [manager@northyarmouth.org](mailto:manager@northyarmouth.org)

Grantee: Charter Communications  
Director, Government Relations  
400 Old County Road  
Rockland, ME 04841

Copy to: Charter Communications  
Attn: Vice President, Government Affairs  
12405 Powerscourt Drive  
St. Louis, MO 63131



**15.8 Public Notice.** Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

**15.8.1** Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Paragraph 15.7 above.

**15.9 Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

**15.10 Entire Agreement.** This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

**15.11 Administration of Franchise.** This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

**15.12 Effective Date.** The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

**15.13 No Third Party Beneficiaries.** Nothing in this Franchise is intended to confer third-party beneficiary status on any person other than the parties to this Franchise to enforce the terms of this Franchise.

Considered and approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Town of North Yarmouth, ME

Signature: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Accepted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, subject to applicable federal,  
State and local law.

Time Warner Cable Northeast, LLC  
LKA Charter Communications

Signature: \_\_\_\_\_

Name/Title: Paul Abbott – VP, Government Affairs  
& Franchising

EXHIBIT A

SERVICE TO PUBLIC BUILDINGS

North Yarmouth Fire Department	463 Walnut Hill Road
Town of North Yarmouth	68 Memorial HWY
North Yarmouth Public Works	40 Parsonage Drive
North Yarmouth Memorial School	120 Memorial HWY
North Yarmouth Town office	10 Village Square Road