

BUCKSPORT TOWN COUNCIL MEETING
7:00 P.M., THURSDAY, DECEMBER 8, 2016
TOWN COUNCIL CHAMBERS – BUCKSPORT TOWN OFFICE
AGENDA

1. **Call Meeting To Order**
2. **Roll Call**
3. **Presentation of any Town Council Recognitions**
4. **Consider minutes of previous meetings**
5. **Receive and review correspondence and documents**
 - a. Olver Associates – Meeting Minutes 11-9-12016
 - b. Maine Municipal Association Membership Information 2016
 - c. Police Department call – Verona 11-5-16
 - d. Weekly Construction Summary – 11-18-16, 11-23-16
6. **New Ordinances to Consider/Introduce**
 - a. Proposal for Moratorium on Retail Marijuana Establishments and Marijuana Social Clubs – referral to Ordinance Committee
 - b. Shall an ordinance be introduced entitled “Repeal and Replacement of Chapter 6 Business Licensing and Regulations”, such ordinance being for the purpose of updating business license and permit regulations, and relocating cable television regulations to Appendix K, an unused section of the Bucksport Town Code.
7. **Discussion Items (Manager Clarification and Direction, or Council Discussion and/or Input on Issues)**
 - a. Mileage Rate – 2017 – Request to use IRS designated rate
 - b. Waterfront Committee Update – 12-8-16 meeting
 - c. Ordinance Committee Update – 12-8-16 meeting
 - d. Great Pond Mountain Conservation Trust – Miles Lane Trails Project Request
 - e. Richard Gainer Property – Foreclosure and Request to advertise for sale
 - f. Cruiser Replacement – Request to Use Police Equipment Reserve
8. **Agenda Items**
 - a. To adopt Resolve #2017-35 to set the mileage reimbursement rate beginning in 2017 as the annual rate defined by the IRS.
 - b. To adopt Resolve #2017-36 to approve the project adjacent to the Miles Lane trails proposed by the Great Pond Mountain Conservation trust.
 - c. To approve Resolve #2017-37 to put out for public sale a foreclosed mobile home located on Map 33 Lot 20.
 - d. To approve Resolve #2017-38 to allow the expenditure of up to \$18,000 from Police Equipment Reserve to replace a police cruiser.
9. **Resignations, Appointments, Assignments, and Elections**
10. **Approval of Quit Claims, Discharges, and Deeds**
 - a. Brian L. Manning – Real Estate Quitclaim – Map 22 Lot 22
11. **Town Manager Report**
 - a. Department Head Reports
12. **Set Public Hearings, and/or Hold Public Hearings and Approval of any Licenses or Permits**
13. **Discussion of Items Not on the Agenda for Council and Public**

14. Upcoming Public Hearings, Designation of Topics for Committee Assignment, and Scheduling of Committee Meeting

- a. Set date for Solid Waste Committee meeting to discuss solid waste transport
- b. Refer property acquisition of land/buildings next to Subway/Dollar Store development to Economic Development Committee – Request submitted by Steve St. Peter

15. Adjournment

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

290 Main Street

Winterport, Maine

MEETING MINUTES

Date: November 9, 2016
Project No.: 1541
Project: Wastewater Treatment Plant Upgrade
Owner: Town of Bucksport, Maine
Contractor: Apex Construction Inc.

THIS MEETING

Date: November 12, 2016
Time: 11:00 AM
Location: Treatment Plant

NEXT MEETING

Date: December 14, 2016
Time: 11:00 AM
Location: Treatment Plant

COPY: Original - Office
Copy 1 - Field
Copy - EACH ATTENDEE/DISTRIBUTION

MINUTES BY: Mandy Olver

Attending Personnel/Distribution:

TO: Town of Bucksport, Maine

ATTENTION: Susan Lessard, Dave Michaud, Mike Jackson

TO: Apex Construction Inc.

ATTENTION: Jeff Todd, Brian Clement

TO: Olver Associates, Inc.

ATTENTION: Bill Olver, Mandy Holway Olver, Donna St. Pierre

TO: Rural Development

ATTENTION: Scott Emery

Work Progress Last Month:

- Completed installation of new main power.
- Completed and began start up Headworks HVAC.
- Completed Headworks blower room wall finish.
- Began vinyl siding on the Blower building.
- Began wall finish in the Blower building blower room.
- Completed most of the Blower building pump room piping.
- Continued installing yard piping and backfilling structures.
- Install aeration header for Aeration Basins.
- Completed tie in for the new water service.
- Continued painting in the Headworks and Clarifiers.
- Began HVAC in the Blower building.
- Placed concrete fill for the Aeration basins launder and the UV channel.
- Placed concrete for the Selector Basin channel floors.

Work Schedule Next Month:

- Complete the electrical and process systems in the Headworks.
- Completed grouting the clarifiers.
- Complete installation of the piping and aerators in the Aeration basins.
- Install the blowers in the Blower building and Headworks.
- Complete the process piping in the Blower building and digester tank.
- Complete the concrete finish in the Digester.
- Continue the yard piping and testing.
- Begin electrical installation in the Blower building.

Payment Requisition:

- Pay requisition #14 in the amount of \$684,691.80 was reviewed by the Engineer and being held until previous months lien waivers are received.

Comments Engineer:

- Requested a written plan/schedule for startups/changes in the treatment process. (Contractor agreed).
- Lien waivers from last month are required for release of payment.
- Still requires breakdown of 3.75% supplemental costs on Contractor Change Order proposal. (Engineer to followup with Contractor).
- Reviewed piping change in the Blower pump room.

Comments Owner:

- None.

Comments Contractor:

- Updated schedule was distributed. Minor changes but the overall completion is the same.
- Depending on subcontractor's schedules and the weather, process flow may not be rerouted but may request that press be relocated temporarily to allow access to existing building.

Comments RD:

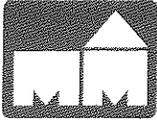
- Any other change orders? None other than existing change order items and piping change in the Blower pump room.

Change Order Summary:

- Draft Change Order – Owner requested a breakdown of 3.75% markup Contractor is using on the change order requests.

Other Issues:

- None.



MAINE MUNICIPAL ASSOCIATION

Risk Management Services

60 Community Drive
P.O. Box 9109
Augusta, Maine 04332-9109

Telephone No.

(207) 626-5583
(800) 590-5583 Maine Only
Fax No. (207) 626-0513

November 16, 2016

Ms Susan M Lessard
Town Manager
Town of Bucksport
PO Drawer X
Bucksport, ME 04416

Dear Ms Lessard,

We are pleased to enclose your annual Membership Report as a participant in the MMA Workers Compensation Fund. Participation in the Fund provides significant benefits to members beyond meeting their statutory obligations under the Workers Compensation Act.

The Membership Report provides information about several important components of this program:

- The Dividend distribution amount you received in 2016. Dividends are voted upon by the Board of Trustees and paid to members who meet the established criteria.
- The number and total value of hours Loss Control personnel spent assisting you with safety issues and in staff training.
- The value and number of the Online Safety courses provided to assist you with safety and human resources issues and staff training.
- The total value of approved Safety Grants and Scholarships awarded to your entity in 2016.
- Both the percentage and actual dollar amount of the credit earned through the Leader Program is shown, if applicable. The maximum credit available during the January 1, 2016 to January 1, 2017 period was 10%.

We are proud that the Fund continues to be an example of Maine local governmental cooperation. Please find your Value of Membership Report enclosed. For your convenience we have enclosed five copies for your key officials. We would be happy to provide you with any additional information or answer any questions about the enclosed report. Please feel free to contact Michelle Pelletier, Marcus Ballou, or me, at 1-800-590-5583, or locally at 626-5583, at any time.

Sincerely,

Patricia Kablitz, CPCU. ARM
Director, Risk Management Services

The Value of Membership



Public Entity risk management is what we do and all we do.

PARTNERSHIP | SERVICE | PERFORMANCE

2016 Workers Compensation Fund Benefits for Town of Bucksport

DIVIDENDS	<p>The governing board of the Workers Compensation Fund voted dividends to be distributed in 2016. Dividends are not guaranteed year-to-year.</p> <p>Dividends PAID to the <i>Town of Bucksport</i>: \$4,163</p>
SAFETY GRANTS & SCHOLARSHIPS	<p>The Safety Enhancement Grant and Scholarship Grant program offers financial incentives to your Entity as a member of the Workers Compensation Fund. Grants are awarded to assist in reducing the frequency and severity of your workplace injuries.</p> <p>Grants and Scholarships Awarded: \$2,982</p>
LEADER PROGRAM	<p>The Leader Program recognizes and rewards municipalities and public entities that voluntarily implement loss control programs that achieve positive results. Your participation demonstrates a commitment to workplace safety. A Leader credit of <u>7.00%</u> was applied toward your Workers Compensation contribution.</p> <p>Leader Credit..... \$5,510</p>
LOSS CONTROL	<p>In the last year, Loss Control staff visited your entity and provided services which may include training, consultation & safety surveys resulting in <u>22.23</u> service hours with a value of <u>\$2,112</u>. Your entity also utilized <u>32</u> online safety training courses valued at <u>\$320</u>.</p> <p>The estimated value of these services are:..... \$2,432</p>

THE TOTAL VALUE OF BENEFITS FOR THE 2016 YEAR:

\$15,087*

*This is NOT a bill.

The Maine Municipal Association Workers Compensation Fund created by you for you.



WORKERS COMPENSATION FUND MMA Risk Management Services

MAINE PEOPLE WORKING FOR MAINE COMMUNITIES

Membership is the difference

ADVANTAGES:

- A Partnership of Maine Communities grouping together to fund The Workers Compensation Fund
- Public Entity risk management is what we do and all we do
- Specialized comprehensive coverage designed for Maine Communities
- Providing rate stability for our members

Loss Control:

- Experienced, designated Loss Control Consultants
- MMA staff provides all services with no additional fees
- Partnering with you to provide inspections, training and consultation, specific to municipal exposures that prevent injuries and accidents and help you control your costs
- Safety Committee Assistance
- Safety grants and scholarships
- Online training and website resources
- Provide guidance establishing safety programs, policies and procedures

Claims Management:

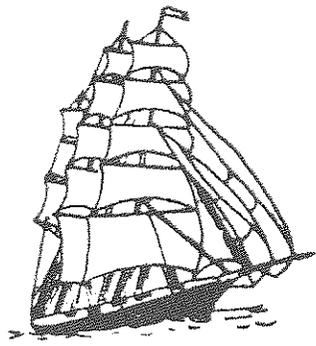
- In State claims handlers
- Online, fax or paper claims reporting
- Direct access to your assigned Claims Handler
- Claims review meetings are encouraged and available at your request/location

Member Services/Underwriting:

- On-site visits at your convenience
- Direct access to your underwriter to answer coverage questions
- New and renewal application assistance
- Itemized breakdowns of contributions available
- We offer Transitional Return To Work and Preferred Provider assistance

The Maine Municipal Association Workers Compensation Fund appreciates your participation.

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BUCKSPORT POLICE DEPARTMENT

PUBLIC SAFETY BUILDING, 89 FRANKLIN STREET
P.O. BOX C-1, BUCKSPORT, MAINE 04416
(207) 469-7951/FAX (207) 469-3122

Chief Sean P. Geagan

November 5, 2016

Verona Board of Selectman
16 School Street
Verona Island, Me 04416
P.O. Box 1940
Bucksport, Me 04416

COPY

To whom it may concern:

The Bucksport Police Department received a request for backup from the Hancock County Sheriff's Department on a call in the Town of Verona on 11-05-16. The Sheriffs Department requested that we check on a call of a person laying in the roadway. The nearest deputy was in Tremont at the time of the call.

Our on duty patrolmen responded to this call and handled the call. The subject in question was intoxicated, injured due to a fall and potentially suicidal. Our patrolman requested the ambulance for this subject and the subject was transported to be seen for injuries and evaluation. A deputy arrived at the scene shortly after the ambulance.

I am sending you this notification to make you aware of this call for assistance as is required in our mutual aid agreement. I have also attached a copy of the incident card for this incident.

Sincerely,

Sean P. Geagan
Chief of Police
Bucksport Police Department

Cc: Susan Lessard, Town Manager

To: Chief Sean Geagan

From: Sergeant David Winchester

Date: November 5, 2016

RE: Mutual Aid – Verona Island

On November 5, 2016, the Bucksport Police Department received a request for assistance from the Hancock County Sheriff's Office. They requested that an Officer from the Bucksport Police Department respond to West Side Drive, on Verona Island to check the roadway for a subject possibly lying in the road. I was advised that the nearest Hancock Deputy was in Tremont and responding to Verona Island.

Dispatcher Daniel Joy contacted me and relayed the request. Due to the nature of the incident and the concern that the subject may be struck, I authorized Officer Dan Harlan to respond.

I later spoke with Officer Harlan and learned that he located an extremely intoxicated female that had been falling in and out of the roadway and was wearing dark clothing. While responding to the area, Officer Harlan was flagged down by a motorist stating the subject was lying in the roadway on West Side Drive.

As Officer Harlan approached the subject, she was unable to maintain her balance and fell to the ground, striking her head. Officer Harlan contacted the Bucksport Ambulance and the female was transported to the hospital.

Officer Harlan stated that the female was extremely intoxicated and made suicide related statements to him while he was assisting her. He indicated that due to their proximity to the Penobscot Narrows Bridge and her level of intoxication, he suspected she may have been prepared to commit suicide.



11/6/16
Date



Bucksport Police Department

Officer Report for Incident 16BK-2385

Nature: Agency Assist
Location: 487

Address:
 Verona ME 04416

Offense Codes: ASST
Received By: Daniel Joy **How Received:** T **Agency:** BKPD
Responding Officers: D Harlan
Responsible Officer: D Harlan **Disposition:** ACT 11/05/16
When Reported: 20:04:55 11/05/16 **Occurred Between:** 20:04:35 11/05/16 and 20:04:35 11/05/16

Assigned To: **Detail:** **Date Assigned:** **/**/**
Status: **Status Date:** **/**/** **Due Date:** **/**/**

Complainant: 82641
Last: Hancock County **First:** **Mid:**
 RCC
DOB: **/**/** **Dr Lic:** **Address:** 50 State St; Suite 13
Race: **Sex:** **Phone:** (207)667-8866 **City:** Ellsworth, ME 04605

Offense Codes

Reported: ASST Agency Assist **Observed:**
Additional Offense: ASST Agency Assist

Circumstances

Responding Officers: **Unit :**
 D Harlan BK405
Responsible Officer: D Harlan **Agency:** BKPD
Received By: Daniel Joy **Last Radio Log:** 20:34:42 11/05/16 CMPLT
How Received: T Telephone **Clearance:** RTF Report to Follow
When Reported: 20:04:55 11/05/16 **Disposition:** ACT **Date:** 11/05/16
Judicial Status: **Occurred between:** 20:04:35 11/05/16
Misc Entry: **and:** 20:04:35 11/05/16

Modus Operandi: **Description :** **Method :**

Involvements

Date	Type	Description	Relationship
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Narrative

Called ref would we go check on a drunk person on Verona

Responsible LEO:

Approved by:

Date

Supplement

CAD Call info/comments

=====

HRCC called ref would we go check on a drunk person
20:06:10 11/05/2016 - Daniel Joy
called od 402 and cleared this with him
20:16:25 11/05/2016 - Daniel Joy
405 adv someone told him this person is on

Supplement

CAD Call info/comments

=====

HRCC called ref would we go check on a drunk person
20:06:10 11/05/2016 - Daniel Joy
called od 402 and cleared this with him
20:16:25 11/05/2016 - Daniel Joy
405 adv someone told him this person is on
Call type 1 reopened by Daniel Joy at 20:34:02 11/05/16

Supplement

Officer Dan Harlan

On 11-5-16 at 2004 hours Hancock County RCC called the Bucksport Police Department and requested our assistance. They spoke with Dispatcher Dan Joy and requested that a patrol man go to the area of Jerona Island. They said that there was an extremely intoxicated person falling down in the middle of Rt. 1. A passer by had stopped to check on the persons well fare because they were concerned that they would get run over. Hancock RCC advised that the closest Deputy was in Tremont and would take some time to respond.

Dispatcher Dan Joy called and spoke with Sgt. David Winchester. Dispatcher Joy advised Sgt. Winchester of the call and made him aware that the person was lying down on Rt. 1 and too intoxicated to care for themselves. Sgt. Winchester authorized me to respond.

I responded to the area of Rt. 1 and I was unable to see the individual in this area so I crossed the Penobscot Narrows bridge and turned around. I drove down West Side Drive a short distance and a passing motorist flagged me down. I was informed that there was a woman laying in the roadway a quarter of a mile down . I drove to the area. When I drove over the crest of a small hill I saw a person standing next to the roadway. I observed as that person fell to the ground unable to catch their own fall. I activated my emergency lights and called for an ambulance as it appeared the person hit their head on the pavement. I made sure to stand close to her because she was wearing dark clothing and was difficult to see lying on the pavement.

I got out of my cruiser and approached the person. I observed that the person was an older female. She was extremely intoxicated. She was slurring her speech and not making much sense. I asked who she was and she said . I asked her what she was doing and she started yelling and not making sense. She made reference to wanting to "fly" tonight and asked me to tell her husband she loved him. I took this as a suicidal reference given the proximity to the Penobscot Narrows Bridge. I continued to speak with her until Ambulance Personnel arrived on scene to treat her. I advised the ambulance crew of her condition and the complaint we received. Deputy Brian Archer arrived on scene shortly after the ambulance. Once was loaded safely onto the ambulance and out of the roadway I cleared and returned to town.

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERSMEMORANDUM

TO: Ms. Susan Lessard, Town Manager
Mr. Dave Michaud, Superintendent
Mr. Scott Emery, RD
Mr. Jeff Hammond, CEO

FROM: Mandy Holway Olver

DATE: November 23, 2016

RE: Weekly Construction Summary
Town of Bucksport
Wastewater Treatment Plant Upgrade

Work Completed Week of November 21, 2016

- Short week due to the Thanksgiving holiday (Work Monday - Wednesday only).
- Continued electrical in the Headworks and Blower buildings.
- Continued backfilling structures and yard piping installation.
- Continued testing manholes and yard piping.
- Began installing new heating equipment/pipe in the Operations building.
- Installed blowers in the Headworks and Blower buildings.
- Continue installing air piping in the Headworks.
- Continued interior wall construction in the Blower Building blower room.

Work Scheduled for Week of November 28, 2016

- Continue electrical in the Headworks and Blower buildings.
- Continue backfilling structures and yard piping installation.
- Continue testing manholes and yard piping.
- Continue installing new heating equipment/pipe in the Operations building.
- Continue installing air piping in the Headworks and Blower buildings.

OLVER ASSOCIATES INC.

ENVIRONMENTAL ENGINEERS

MEMORANDUM

TO: Ms. Susan Lessard, Town Manager
Mr. Dave Michaud, Superintendent
Mr. Scott Emery, RD
Mr. Jeff Hammond, CEO

FROM: Mandy Holway Olver

DATE: November 18, 2016

RE: Weekly Construction Summary
Town of Bucksport
Wastewater Treatment Plant Upgrade

Work Completed Week of November 14, 2016

- Continued electrical in the Headworks and Blower buildings.
- Continued backfilling structures and yard piping installation.
- Completed grouting floors of the clarifiers.
- Continued insulating piping in the Headworks.
- Began insulating piping and ductwork in the Blower building.
- Completed installing heater and piping in the Maintenance Garage.
- Began installing new valves in the existing heating system at the Operations building.

Work Scheduled for Week of November 21, 2016

- Short week due to the Thanksgiving holiday (Work Monday - Wednesday only).
- Continue electrical in the Headworks and Blower buildings.
- Continue backfilling structures and yard piping installation.
- Begin installing new heating equipment/pipe in the Operations building.
- Install blowers in the Headworks and Blower buildings.
- Continue installing air piping in Aeration Basin #1.

6a

DRAFT
Resolve

Bucksport Town Council

DATE:
RESOLVE NUMBER:

TITLE: TOWN OF BUCKSPORT MORATORIUM ORDINANCE ON RETAIL MARIJUANA ESTABLISHMENTS AND RETAIL MARIJUANA SOCIAL CLUBS

WHEREAS, a ballot initiative to legalize, regulate and tax marijuana for non-medicinal purposes known as the "Marijuana Legalization Act" proposed to be codified in the Maine Revised Statutes in Title 7, Chapter 417, will be voted on by a State-wide referendum election on November 8, 2016; and

WHEREAS, the proposed Act authorizes municipalities to regulate the number of retail marijuana stores and the location and operation of retail marijuana social clubs and retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, as those terms are defined in the proposed Act, as well as the option to prohibit the operation of retail marijuana social clubs and retail marijuana establishments, including stores, cultivation facilities, manufacturing facilities and testing facilities within its jurisdiction; and

WHEREAS, the proposed Act will not limit the privileges or rights afforded by the Maine Medical Use of Marijuana Act (22 M.R.S.A. §§ 2421 – 2430-B) to qualifying patients, primary caregivers, or registered dispensaries, including cultivation facilities;

WHEREAS, the outcome of the State-wide referendum vote is yet to be determined and the Town's current Land Use Ordinance provides for regulation of medical marijuana cultivation facilities and dispensaries pursuant to the Maine Medical Use of Marijuana Act cited above, but does not include any regulations related to retail marijuana establishments or retail marijuana social clubs under the proposed new Act, nor any regulations related to products or merchandise associated with the use, cultivation, retail sales, manufacturing or distribution of marijuana and retail stores that specialize in offering such paraphernalia for sale to consumers; and

WHEREAS, the unregulated location and operation of retail marijuana establishments and retail marijuana social clubs within the Town of Bucksport raises legitimate and substantial questions about the impact of such establishments and social clubs on the Town, including questions of the compatibility of retail marijuana establishments and social clubs with existing uses and development in residential, commercial and industrial zoning districts; the possible connection of retail marijuana

establishments and social clubs with medical marijuana cultivation facilities and dispensaries; the potential adverse health and safety effects of retail marijuana establishments and social clubs on the community if not properly regulated; the possibility of illicit sale and use of marijuana and marijuana products to minors and misuse of marijuana and marijuana products by those who would abuse the uses authorized under the new law; potential criminal activity associated with the cultivation, manufacturing, sale and use of marijuana and marijuana products for non-medicinal purposes and the potential increased burden on the public safety agencies serving the Town in responding to the same; and the adequacy of the Town's streets and infrastructure to accommodate the additional traffic and/or population that may result from the presence of retail marijuana establishments or social clubs; and

WHEREAS, the possible effect of the location and operation of retail marijuana establishments and/or retail marijuana social clubs within the Town has serious implications for the health, safety and welfare of the Town and its residents; and

WHEREAS, the Town needs time to review the proposed Act in anticipation of the election and to review its own Code of Ordinances to determine the implications of future proposed retail marijuana establishments and/or social clubs to develop reasonable ordinances governing the location and operations of such establishments and social clubs to address the concerns cited above; and

WHEREAS, the Town, under its home rule authority, its police power generally, under 30-A M.R.S.A., chapter 187, subchapter 3, and as provided by the proposed new Act, or as otherwise provided by current law, has the authority to impose reasonable restrictions, conditions, and limitations on such retail marijuana establishments and social clubs; and

WHEREAS, the Town Council, with the professional advice and assistance of the Bucksport Police Department and the Maine State Police, the Planning Board and the Planning Department, shall study the Town's current Code of Ordinances to determine the land use and other regulatory implications of retail marijuana establishments and social clubs and consider what locations, if any, and conditions of approval, if any, might be appropriate for such uses; and

WHEREAS, the Town's current Land Use Ordinance and other applicable local laws are not adequate to prevent serious public harm that could be caused by the development of retail marijuana establishments and social clubs and other uses authorized by the proposed changes in law to be voted on in the November 8, 2016 referendum election, thereby necessitating a moratorium; and

WHEREAS, a moratorium is necessary to prevent an overburdening of public facilities that is reasonably foreseeable as the result of retail marijuana establishments and social clubs and other uses authorized by the proposed changes in law, if passed,

to be voted on in the November 8, 2016 referendum election, being located in the Town; and

WHEREAS, it is anticipated that such a study, review, and development of recommended ordinance changes will take at least one hundred and eighty (180) days from the date the Town enacts this Moratorium Ordinance on Retail Marijuana Establishments and Retail Marijuana Social Clubs.

NOW, THEREFORE, the Town of Bucksport hereby ordains that the following Moratorium Ordinance on Retail Marijuana Establishments and Retail Marijuana Social Clubs be, and hereby is, enacted, and, in furtherance thereof, the Town Council does hereby declare a moratorium on the location, operation or licensing of any retail marijuana social clubs and any retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, within the Town.

In addition, the Town Council does hereby declare a moratorium on the location, operation or licensing of any new medical marijuana cultivation facilities or dispensaries and the expansion of any existing medical marijuana cultivation facilities or dispensaries, as permitted under the Town's Land Use Ordinance, within the Town.

This Moratorium Ordinance shall take effect on the date of enactment by the Town Council, but shall be applicable as of November 1, 2016, as expressly provided below. The moratorium shall remain in effect for one hundred and eighty (180) days from the date of applicability of this Moratorium Ordinance, unless extended, repealed, or modified by the Town Council, for the express purpose of drafting an amendment or amendments to the Town's current Code of Ordinances to protect the public from health and safety risks including, but not limited to, compatibility of retail marijuana establishments and social clubs with existing and permitted uses in residential, commercial and industrial zoning districts; the correlation of retail marijuana establishments and social clubs with medical marijuana cultivation facilities and dispensaries; the potential adverse health and safety effects of retail marijuana establishments and social clubs on the community if not properly regulated; the possibility of illicit sale and use of marijuana and marijuana products to minors and misuse of marijuana and marijuana products by those who would abuse the uses authorized under the new law; criminal activity associated with the cultivation, manufacturing, sale and use of marijuana and marijuana products for non-medicinal purposes and the potential increased burden on the public safety agencies serving the Town in responding to the same; and the adequacy of the Town's streets and infrastructure to accommodate the additional traffic and/or population that may result from the presence of retail marijuana establishments or social clubs;

BE IT FURTHER ORDAINED, that this Moratorium Ordinance shall apply to retail marijuana social clubs and retail marijuana establishments, including retail marijuana

stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, as those terms are defined by the proposed "Marijuana Legalization Act" to be codified, if passed, at 7 M.R.S.A. §§ 2442 (36), (39), (40), that may be proposed to be located within the Town on or after the November 1, 2016 applicability date of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that notwithstanding the provisions of 1 M.R.S.A. § 302 or any other law to the contrary, this Moratorium Ordinance, when enacted, shall govern any proposed retail marijuana establishments or social clubs for which an application for a building permit, Certificate of Occupancy, site plan or any other required approval has not been submitted to and granted final approval by the Code Enforcement Officer, Planning Board, Board of Appeals or other Town official or board prior to November 1, 2016, the applicability date of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a retail marijuana establishment or social club within the Town on or after the November 1, 2016 applicability date of this Moratorium Ordinance without complying with whatever ordinance amendment or amendments the Town Council may enact as a result of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a new medical marijuana cultivation facility or dispensary or expand any existing medical marijuana cultivation facility or dispensary that may be currently permitted under the Town's Land Use Ordinance, within the Town on or after the November 1, 2016 applicability date of this Moratorium Ordinance without complying with whatever ordinance amendment or amendments the Town Council may enact as a result of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a business that engages in retail or wholesale sales of products or merchandise for which the primary purpose is to prepare, cultivate, distribute or ingest marijuana or is of the kind that would be offered for sale or used at a retail marijuana social club or retail marijuana establishment, including, but not limited to, pipes, pipe screens, bongs, vaporizers, scales, rolling papers, hydroponic equipment and lights; and

BE IT FURTHER ORDAINED, that during the time this Moratorium Ordinance is in effect, no officer, official, employee, office, administrative board or agency of the Town shall accept, process, approve, deny, or in any other way act upon any application for a license, building permit, certificate of occupancy, special exception review, site plan review and/or any other permits or licenses related to a retail marijuana establishment, retail marijuana social club, a new medical marijuana cultivation facility or dispensary, or the expansion of an existing medical marijuana cultivation facility or dispensary; and

BE IT FURTHER ORDAINED, that those provisions of the Town's current Code of Ordinances that are inconsistent or conflicting with the provisions of this Moratorium Ordinance, are hereby repealed to the extent that they are applicable for the duration of the moratorium hereby ordained, and as it may be extended as permitted by law, but not otherwise; and

BE IT FURTHER ORDAINED, that if retail marijuana establishments, retail marijuana social clubs, new medical marijuana cultivation facilities or dispensaries, or expansions of existing medical marijuana cultivation facilities or dispensaries are established in violation of this Moratorium Ordinance, each day of any continuing violation shall constitute a separate violation of this Moratorium Ordinance, and the Town shall be entitled to all rights available to it in law and equity, including, but not limited to, fines and penalties, injunctive relief, and its reasonable attorney's fees and costs in prosecuting any such violations; and

BE IT FURTHER ORDAINED, that should any section or provision of this Moratorium Ordinance be declared by any court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

Applicability Date: November 1, 2016

In Favor _____ Opposed _____ Abstain _____

Kathy Downes, Town Clerk

DRAFT
Resolve

Bucksport Town Council

DATE:
RESOLVE NUMBER:

TITLE: TOWN OF BUCKSPORT MORATORIUM ORDINANCE ON RETAIL MARIJUANA ESTABLISHMENTS AND RETAIL MARIJUANA SOCIAL CLUBS

WHEREAS, a ballot initiative to legalize, regulate and tax marijuana for non-medicinal purposes known as the "Marijuana Legalization Act" proposed to be codified in the Maine Revised Statutes in Title 7, Chapter 417, will be voted on by a State-wide referendum election on November 8, 2016; and

WHEREAS, the proposed Act authorizes municipalities to regulate the number of retail marijuana stores and the location and operation of retail marijuana social clubs and retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, as those terms are defined in the proposed Act, as well as the option to prohibit the operation of retail marijuana social clubs and retail marijuana establishments, including stores, cultivation facilities, manufacturing facilities and testing facilities within its jurisdiction; and

WHEREAS, the proposed Act will not limit the privileges or rights afforded by the Maine Medical Use of Marijuana Act (22 M.R.S.A. §§ 2421 – 2430-B) to qualifying patients, primary caregivers, or registered dispensaries, including cultivation facilities;

WHEREAS, the outcome of the State-wide referendum vote is yet to be determined and the Town's current Land Use Ordinance provides for regulation of medical marijuana cultivation facilities and dispensaries pursuant to the Maine Medical Use of Marijuana Act cited above, but does not include any regulations related to retail marijuana establishments or retail marijuana social clubs under the proposed new Act, nor any regulations related to products or merchandise associated with the use, cultivation, retail sales, manufacturing or distribution of marijuana and retail stores that specialize in offering such paraphernalia for sale to consumers; and

WHEREAS, the unregulated location and operation of retail marijuana establishments and retail marijuana social clubs within the Town of Bucksport raises legitimate and substantial questions about the impact of such establishments and social clubs on the Town, including questions of the compatibility of retail marijuana establishments and social clubs with existing uses and development in residential, commercial and industrial zoning districts; the possible connection of retail marijuana

establishments and social clubs with medical marijuana cultivation facilities and dispensaries; the potential adverse health and safety effects of retail marijuana establishments and social clubs on the community if not properly regulated; the possibility of illicit sale and use of marijuana and marijuana products to minors and misuse of marijuana and marijuana products by those who would abuse the uses authorized under the new law; potential criminal activity associated with the cultivation, manufacturing, sale and use of marijuana and marijuana products for non-medicinal purposes and the potential increased burden on the public safety agencies serving the Town in responding to the same; and the adequacy of the Town's streets and infrastructure to accommodate the additional traffic and/or population that may result from the presence of retail marijuana establishments or social clubs; and

WHEREAS, the possible effect of the location and operation of retail marijuana establishments and/or retail marijuana social clubs within the Town has serious implications for the health, safety and welfare of the Town and its residents; and

WHEREAS, the Town needs time to review the proposed Act in anticipation of the election and to review its own Code of Ordinances to determine the implications of future proposed retail marijuana establishments and/or social clubs to develop reasonable ordinances governing the location and operations of such establishments and social clubs to address the concerns cited above; and

WHEREAS, the Town, under its home rule authority, its police power generally, under 30-A M.R.S.A., chapter 187, subchapter 3, and as provided by the proposed new Act, or as otherwise provided by current law, has the authority to impose reasonable restrictions, conditions, and limitations on such retail marijuana establishments and social clubs; and

WHEREAS, the Town Council, with the professional advice and assistance of the Bucksport Police Department and the Maine State Police, the Planning Board and the Planning Department, shall study the Town's current Code of Ordinances to determine the land use and other regulatory implications of retail marijuana establishments and social clubs and consider what locations, if any, and conditions of approval, if any, might be appropriate for such uses; and

WHEREAS, the Town's current Land Use Ordinance and other applicable local laws are not adequate to prevent serious public harm that could be caused by the development of retail marijuana establishments and social clubs and other uses authorized by the proposed changes in law to be voted on in the November 8, 2016 referendum election, thereby necessitating a moratorium; and

WHEREAS, a moratorium is necessary to prevent an overburdening of public facilities that is reasonably foreseeable as the result of retail marijuana establishments and social clubs and other uses authorized by the proposed changes in law, if passed,

to be voted on in the November 8, 2016 referendum election, being located in the Town; and

WHEREAS, it is anticipated that such a study, review, and development of recommended ordinance changes will take at least one hundred and eighty (180) days from the date the Town enacts this Moratorium Ordinance on Retail Marijuana Establishments and Retail Marijuana Social Clubs.

NOW, THEREFORE, the Town of Bucksport hereby ordains that the following Moratorium Ordinance on Retail Marijuana Establishments and Retail Marijuana Social Clubs be, and hereby is, enacted, and, in furtherance thereof, the Town Council does hereby declare a moratorium on the location, operation or licensing of any retail marijuana social clubs and any retail marijuana establishments, including retail marijuana stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, within the Town.

In addition, the Town Council does hereby declare a moratorium on the location, operation or licensing of any new medical marijuana cultivation facilities or dispensaries and the expansion of any existing medical marijuana cultivation facilities or dispensaries, as permitted under the Town's Land Use Ordinance, within the Town.

This Moratorium Ordinance shall take effect on the date of enactment by the Town Council, but shall be applicable as of November 1, 2016, as expressly provided below. The moratorium shall remain in effect for one hundred and eighty (180) days from the date of applicability of this Moratorium Ordinance, unless extended, repealed, or modified by the Town Council, for the express purpose of drafting an amendment or amendments to the Town's current Code of Ordinances to protect the public from health and safety risks including, but not limited to, compatibility of retail marijuana establishments and social clubs with existing and permitted uses in residential, commercial and industrial zoning districts; the correlation of retail marijuana establishments and social clubs with medical marijuana cultivation facilities and dispensaries; the potential adverse health and safety effects of retail marijuana establishments and social clubs on the community if not properly regulated; the possibility of illicit sale and use of marijuana and marijuana products to minors and misuse of marijuana and marijuana products by those who would abuse the uses authorized under the new law; criminal activity associated with the cultivation, manufacturing, sale and use of marijuana and marijuana products for non-medicinal purposes and the potential increased burden on the public safety agencies serving the Town in responding to the same; and the adequacy of the Town's streets and infrastructure to accommodate the additional traffic and/or population that may result from the presence of retail marijuana establishments or social clubs;

BE IT FURTHER ORDAINED, that this Moratorium Ordinance shall apply to retail marijuana social clubs and retail marijuana establishments, including retail marijuana

stores, retail marijuana cultivation facilities, retail marijuana products manufacturing facilities and retail marijuana testing facilities, as those terms are defined by the proposed "Marijuana Legalization Act" to be codified, if passed, at 7 M.R.S.A. §§ 2442 (36), (39), (40), that may be proposed to be located within the Town on or after the November 1, 2016 applicability date of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that notwithstanding the provisions of 1 M.R.S.A. § 302 or any other law to the contrary, this Moratorium Ordinance, when enacted, shall govern any proposed retail marijuana establishments or social clubs for which an application for a building permit, Certificate of Occupancy, site plan or any other required approval has not been submitted to and granted final approval by the Code Enforcement Officer, Planning Board, Board of Appeals or other Town official or board prior to November 1, 2016, the applicability date of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a retail marijuana establishment or social club within the Town on or after the November 1, 2016 applicability date of this Moratorium Ordinance without complying with whatever ordinance amendment or amendments the Town Council may enact as a result of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a new medical marijuana cultivation facility or dispensary or expand any existing medical marijuana cultivation facility or dispensary that may be currently permitted under the Town's Land Use Ordinance, within the Town on or after the November 1, 2016 applicability date of this Moratorium Ordinance without complying with whatever ordinance amendment or amendments the Town Council may enact as a result of this Moratorium Ordinance; and

BE IT FURTHER ORDAINED, that no person or organization shall develop or operate a business that engages in retail or wholesale sales of products or merchandise for which the primary purpose is to prepare, cultivate, distribute or ingest marijuana or is of the kind that would be offered for sale or used at a retail marijuana social club or retail marijuana establishment, including, but not limited to, pipes, pipe screens, bongs, vaporizers, scales, rolling papers, hydroponic equipment and lights; and

BE IT FURTHER ORDAINED, that during the time this Moratorium Ordinance is in effect, no officer, official, employee, office, administrative board or agency of the Town shall accept, process, approve, deny, or in any other way act upon any application for a license, building permit, certificate of occupancy, special exception review, site plan review and/or any other permits or licenses related to a retail marijuana establishment, retail marijuana social club, a new medical marijuana cultivation facility or dispensary, or the expansion of an existing medical marijuana cultivation facility or dispensary; and

BE IT FURTHER ORDAINED, that those provisions of the Town's current Code of Ordinances that are inconsistent or conflicting with the provisions of this Moratorium Ordinance, are hereby repealed to the extent that they are applicable for the duration of the moratorium hereby ordained, and as it may be extended as permitted by law, but not otherwise; and

BE IT FURTHER ORDAINED, that if retail marijuana establishments, retail marijuana social clubs, new medical marijuana cultivation facilities or dispensaries, or expansions of existing medical marijuana cultivation facilities or dispensaries are established in violation of this Moratorium Ordinance, each day of any continuing violation shall constitute a separate violation of this Moratorium Ordinance, and the Town shall be entitled to all rights available to it in law and equity, including, but not limited to, fines and penalties, injunctive relief, and its reasonable attorney's fees and costs in prosecuting any such violations; and

BE IT FURTHER ORDAINED, that should any section or provision of this Moratorium Ordinance be declared by any court of competent jurisdiction to be invalid, such a declaration shall not invalidate any other section or provision.

Applicability Date: November 1, 2016

In Favor _____ Opposed _____ Abstain _____

Kathy Downes, Town Clerk

Chapter 6 Business License and Permit Regulations

Shall an ordinance be introduced entitled "Repeal and Replacement of Chapter 6 Business Licensing and Regulations", such ordinance being for the purpose of updating business license and permit regulations, and relocating cable television regulations to Appendix K, an unused section of the Bucksport Town Code. The ordinance shall read as follows:

Chapter 6 Business License and Permit Regulations

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Section 1 Administration

1.1 Purpose:

1.1.1 The purpose of this chapter is to establish business licensing, permitting and registration regulations in accordance with state law, and for the purpose of protecting the public health, safety and welfare.

1.2 Authority

1.2.1 This chapter is enacted pursuant to 30-A M.R.S.A. Section 3001 et seq.

1.2.2 For the purposes of this chapter, the Town Council shall be the licensing and permitting authority for the Town of Bucksport.

1.2.3 The Town Clerk shall serve as the authorized agent of the Town Council in such capacity as identified in this chapter.

1.2.4 The Code Enforcement Office, Fire Department and Police Department shall be authorized to conduct inspections, review records and make recommendations for the issuance of licenses, permits and registrations (referred to in this chapter as a “CFP Review”.)

1.2.5 The Board of Appeals shall be authorized to hear and rule on administrative appeals in accordance with the requirements of this chapter.

1.3 Applicability

1.3.1 This chapter applies to the issuance of state licenses, permits and registrations that are required by law to be approved by municipalities before being issued. No such state license, permit or registration may be approved, except in conformance with the applicable requirements of this chapter.

1.3.2 This chapter applies to the issuance of municipal licenses and permits that are required by law for certain land uses. No such state-required municipal license or permit may be approved, except in conformance with the applicable requirements of this chapter.

1.3.3 This chapter applies to the issuance of municipal licenses that are not required by law, but which have been deemed necessary by the town of Bucksport to protect the public health, safety and welfare. No such town-required municipal license may be approved, except in conformance with the applicable requirements of this chapter.

1.3.4 Any charitable, educational, religious or fraternal organization recognized by the IRS as a non-profit entity is exempt from license fees identified in Section 5, and is also exempt from licensing as provided for in Section 2 of this chapter.

1.3.5 The Town of Bucksport is exempt from any municipal licensing requirements of this chapter.

1.4 Severability and Conflict

1.4.1 If a court finds any provision of this chapter to be invalid, the court’s decision may not invalidate any other provision of this chapter.

1.4.2 If any provision of this chapter conflicts with another provision of this chapter or any other chapter, ordinance, regulation or statute, the more restrictive provision governs.

1.5 Effective Date

Chapter 6 Business License and Permit Regulations

1.5.1 Any amendment to this chapter shall become effective 30 days after the date of adoption of the amendment by the Town Council, except any amendment deemed to be an emergency shall become effective as determined by the Town Council.

1.6 Administrative Procedures: First Time Municipal Licenses and Permits

1.6.1 The Town Clerk shall receive and process applications for a first time municipal license or permit in accordance with the procedures identified in this section.

1.6.1.1 Applications shall be submitted on forms provided by the town.

1.6.2 Upon receipt of an application for a first time municipal license or permit, the Town Clerk shall determine if the following requirements have been met:

1. The application has been completed and signed by the applicant.
2. The required fee identified in Section 5 has been submitted.
3. All required land use permits have been issued, if applicable.
4. Written permission from the property owner, if other than the applicant, has been submitted.

1.6.3 The Town Clerk shall notify the applicant of any applicable requirement in Section 1.6.2 that has not been met. In the event all applicable requirements are not met, the Town Clerk shall note the deficiencies in the record for subsequent review.

1.6.4 The Town Clerk shall request a CFP Review to be conducted in accordance with the requirements of Section 1.9 for all first-time municipal license and permit applications.

1.6.5 The Town Council may require a public hearing for any first time municipal license application or permit subject to Town Council approval if deemed necessary to support the purposes of this chapter. The applicant or authorized agent must be present at a public hearing on their application.

1.6.6 The Town Council or Town Clerk, as applicable, shall consider the CFP Review recommendations, any deficiencies noted in the record, any public comments, and the applicable requirements identified in Section 2, and approve or deny an application for a first time municipal license or permit.

1.6.7 The Town Council or Town Clerk, as applicable, may grant approval of a first time municipal license or permit with any condition of approval deemed necessary to support the purposes of this chapter.

1.6.8 If a first time municipal license or permit is approved, the Town Clerk shall issue the license within 10 days of the approval.

1.6.9 If a first time municipal license or permit is denied, the applicant shall be provided with a written decision within 10 days of the decision. The applicant shall also be provided with information about the right to appeal the decision in accordance with Section 7.

1.6.9.1 All fees submitted by the applicant shall be retained by the town.

1.7 Administrative Procedures: Municipal License and Permit Renewals

1.7.1 The Town Clerk shall be responsible for administering the procedures for municipal license and permit renewals.

1.7.2 No less than 60 days prior to the expiration date of a municipal license or permit subject to renewal, the Town Clerk shall provide the licensee or permittee with a renewal notice. The notice shall identify the required renewal fee, information needed

- to verify the licensed or permitted activity, and the date the renewal fee and verification information are due.
- 1.7.3 The licensee or permittee shall submit to the Town Clerk the required verification information and the required renewal fee no less than 30 days before the license or permit expiration date.
- 1.7.4 If a licensee or permittee fails to comply with the 30-day deadline in Section 1.7.3, a \$25.00 late fee shall be added to the renewal fee. (This provision shall be in effect on January 1, 2018.)
- 1.7.5 The Town Clerk shall request a CFP Review to be conducted in accordance with the requirements of Section 1.9 for all municipal license and permit renewals.
- 1.7.6 Upon receipt of a CFP Review recommendation for approval, the Town Clerk shall issue a renewal license or permit within 10 days of the date of the recommendation.
- 1.7.6.1 The Town Clerk may issue a renewal with any condition of approval deemed necessary to support the purposes of this chapter.
- 1.7.7 Upon receipt of a CFP Review recommendation for denial, the Town Clerk shall submit all license or permit renewal documentation to the Town Council for review and a decision on the renewal at their first available meeting. Notice of this action shall be provided to the licensee or permittee.
- 1.7.7.1 The Town Council may require a public hearing for the license or permit renewal if deemed necessary to support the purposes of this chapter. The applicant or authorized agent must be present at the public hearing.
- 1.7.8 A licensed or permitted activity that has received a CFP Review recommendation for denial may continue during the Town Council review process. If the Town Council denies the license or permit renewal, the licensed or permitted activity may continue until all rights of appeal have been exhausted.
- 1.7.9 If a municipal license or permit renewal is approved by the Town Council, the Town Clerk shall issue the license within 10 days of the approval.
- 1.7.9.1 The Town Council may grant a renewal with any condition of approval deemed necessary to support the purposes of this chapter.
- 1.7.10 If the renewal of a municipal license or permit is denied, the applicant shall be provided with a written decision within 10 days of the decision. The applicant shall also be provided with information about the right to appeal the decision in accordance with Section 7.
- 1.7.10.1 All fees submitted by the applicant shall be retained by the town.
- 1.7.11 No licensed or permitted activity that has not been approved for renewal may continue after the license or permit expiration date, except as follows:
1. Section 1.7.8 is applicable; or
 2. The Town Clerk has found reasonable justification for granting a temporary extension to an expiration date to allow for the completion of renewal procedures.
- 1.8 Administrative Procedures: Municipal Review of State Licenses, Permits & Registrations**
- 1.8.1 The Town Clerk shall receive and process state license, permit and registration applications requiring municipal approval.
- 1.8.2 Upon receipt of an application, the Town Clerk shall determine if the following requirements have been met:

1. The application has been completed and signed by the applicant.
 2. The required fee for municipal review has been submitted.
 3. All required land use permits have been issued, if applicable.
 4. Written permission from the property owner if other than the applicant has been submitted for first time applications.
- 1.8.3 The Town Clerk shall notify the applicant of any applicable requirement in Section 1.8.2 that has not been met. In the event all applicable requirements are not met, the Town Clerk shall note the deficiencies in the record for subsequent review.
- 1.8.4 The Town Clerk shall request a CFP Review to be conducted in accordance with the requirements of Section 1.9 for all applications.
- 1.8.5 A public hearing shall be conducted by the Town Council for all first-time state licenses, permits and registrations subject to Town Council approval. The applicant or authorized agent must be present at a public hearing for their application.
- 1.8.6 The Town Council may require a public hearing for a renewal application if deemed necessary to support the purposes of this chapter.
- 1.8.7 The Town Council or Town Clerk, as applicable, shall consider the CFP Review recommendations, any deficiencies noted in the record, any public comments, and the applicable requirements identified in Section 2, and approve or deny an application.
- 1.8.8 If an application for a state license, permit or registration is denied, the applicant shall be provided with a written decision within 10 days of the decision. The applicant shall also be provided with information about the right to appeal the decision in accordance with Section 7.
- 1.8.8.1 All fees submitted by an applicant shall be retained by the town.
- 1.8.9 No activity that has been licensed, permitted or registered by the state with municipal approval may continue after the license, permit or registration has expired, except as may otherwise be provided for by state law.
- 1.9 Administrative Procedures: CFP Reviews**
- 1.9.1 A Code, Fire and Police (CFP) Review shall be conducted in accordance with the procedures identified in this section. The review shall be conducted by the Code Enforcement Office, Fire Department and Police Department for applications for first time municipal licenses and permits, municipal license and permit renewals, and applications for municipal approval of state licenses, permits and registrations. A CFP Review shall conclude with a recommendation to approve or deny a license, permit or registration.
- 1.9.2 A recommendation from the Code Enforcement Office shall be based on a review of local land use and zoning regulations, building standards, property maintenance regulations, and plumbing and subsurface wastewater disposal regulations enforced by the town.
- 1.9.3 A recommendation from the Fire Department shall be based on a review of life safety and fire prevention regulations enforced by the town.
- 1.9.4 A recommendation from the Police Department shall be based on a review of local public safety regulations and state laws enforced by the town.
- 1.9.5 A CFP Review shall include an inspection of the premises to the extent deemed necessary by the reviewing authorities.

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- 1.9.6 A recommendation for approval shall be made upon finding that the applicant is in compliance with all applicable provisions of this chapter.
- 1.9.7 A recommendation for conditional approval may be made to address any compliance issue identified during a CFP Review.
- 1.9.8 A recommendation for denial must be based on any of the following conditions, as applicable:
1. The applicant has been convicted of any Class A, B, or C crime.
 2. The premises or its use is noncompliant with any municipal zoning or other land use ordinance not directly related to liquor control, or any applicable provision of Section 2 of this chapter.
 3. There are conditions of record such as waste disposal violations, health or safety violations, or repeated traffic or parking violations on or in the vicinity of the premises and caused by persons patronizing or employed by the premises.
 4. There are conditions of record caused by persons patronizing or employed by the premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the premises to use their property in a reasonable manner.
 5. There are repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law in the vicinity of the premises and caused by persons patronizing or employed by the premises.
 6. There is a violation of any applicable provision of Title 28-A M.R.S.A.
 7. Server training in a program certified by the State of Maine has not been completed by individuals who serve alcoholic beverages.
 8. There is a violation of any applicable provision of the Bucksport Town Code.
- 1.9.9 A CFP Review recommendation must be submitted to the Town Clerk within two weeks of a CFP Review request, or by a sooner date deemed necessary by the Town Clerk to provide for the timely scheduling of a public hearing or to expedite other reviews of an application. A CFP Review recommendation may not be required less than 7 days after the date of the request for a CFP Review.
- 1.10 Public Notice**
- 1.10.1 The Town Clerk shall post notice of the time and date of the Town Council review of an application at the Bucksport Town Office and on the town's official website no less than 7 days prior to the date of the review.
- 1.10.2 Except as otherwise required in this section, notice of any public hearing concerning an application must be published in a daily newspaper having general circulation in the municipality at least 3 consecutive days before the date of hearing, or in a weekly newspaper having general circulation in the town of Bucksport at least 7 days before the date of the hearing.
- 1.10.3 Notice of a public hearing for approval of a Bottle Club must be published in a daily newspaper having general circulation in the municipality for at least 3 consecutive days before the date of the hearing, or in a weekly newspaper having general circulation in the municipality for 2 consecutive weeks before the hearing date.
- 1.10.4 Notice of a public hearing for approval of an Off-Track Betting Facility must be published in a daily newspaper of general circulation in the municipality for at least 6

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- consecutive days before the date of the hearing, or in a weekly newspaper of general circulation in the municipality on 2 consecutive weeks before the date of the hearing.
- 1.10.5 The cost of advertising a public hearing shall be borne by the applicant and paid to the town prior to publication of the hearing notice.

1.11 Transferability

- 1.11.1 No municipal license or permit may be transferred nor may any business be operated under new ownership until such time a license or permit is issued to the new owner in accordance with this chapter.
- 1.11.2 A new owner may apply for a license or permit upon a showing of a legal right, title or interest to the business or enterprise.
- 1.11.3 A license or permit required by this section is subject to the first-time license or permit application procedures identified in Section 1.6.

1.12 Business Name Certification

- 1.12.1 Before commencing any business in the Town of Bucksport, a certificate signed and sworn to by the business owner must be submitted to the Town Clerk. The certificate must state the name and address of the business owner, the business name and location, and the type of the business.
- 1.12.2 A certification fee shall be required, as identified in Section 5.

Section 2 Municipal License Standards**2.1 Closing-Out Sales** (Pursuant to 30-A M.R.S.A. Chapter 183 Sub-Chapter 2)

- 2.1.1 A municipal license shall be required for a Closing-Out Sale.
- 2.1.2 The Town Clerk shall approve or deny a Closing-Out Sale license in accordance with the requirements of 30-A M.R.S.A. §3781 et seq.
- 2.1.3 A Closing-Out Sale license expires upon conclusion of the sale.

2.2 Dog Kennels (Pursuant to 7 M.R.S.A. Chapter 721)

- 2.2.1 A municipal license shall be required for a Dog Kennel.
- 2.2.2 The Town Clerk shall approve or deny a license for a Dog Kennel in accordance with the requirements of this chapter.
- 2.2.3 A Dog Kennel license expires January 31st each year and is subject to the renewal requirements identified in Section 1.7.
- 2.2.4 A Dog Kennel license covers a maximum of 10 dogs.
- 2.2.5 The town's animal control officer must inspect a kennel prior to the issuance of a license.
- 2.2.6 A Dog Kennel license may not be issued to anyone who has been convicted of any animal cruelty charges.

2.3 Festivals

- 2.3.1 A municipal license shall be required for a Festival.
- 2.3.2 The Town Council shall approve or deny the licensing of festivals in accordance with the requirements of this chapter.

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- 2.3.3 A Festival license shall expire upon conclusion of the festival, and is not a renewable license. A new application review in accordance with the requirements identified in Section 1.6 shall be required for previously licensed festivals.
- 2.3.4 Adequate provisions must be made for parking, traffic movement and pedestrian safety.
- 2.3.5 Adequate provision must be made for the disposal of sanitary and solid wastes.
- 2.3.6 Live or recorded entertainment may not involve nudity.
- 2.3.7 A Festival license may not be issued to anyone who has been convicted of a violation of any provision of Title 28-A M.R.S.A., if the sale of alcohol is included in the festival.
- 2.3.8 A Festival license authorizes any approved activity that takes place at the festival and which is not otherwise licensed in accordance with the requirements of this chapter, except any activity involving the sale or consumption of alcoholic beverages.
- 2.3.9 A Festival license is not required for the following types of festivals:
1. A festival conducted by a school and which is related to an educational curriculum or fund-raising objective. The exception is limited to festivals conducted on school property.
 2. A festival conducted by a place of worship and which is related to a religious observance or fund-raising objective. The exception is limited to festivals conducted on the place of worship's property.
 3. A festival conducted by a nonprofit, charitable or fraternal organization. The exception is limited to festivals conducted on the organization's property.

2.4 Food Services

- 2.4.1 A municipal license shall be required for Food Services, as required in this section.
- 2.4.2 The Town Council shall approve or deny the licensing of Food Services in accordance with the requirements of this chapter.
- 2.4.3 A Food Service license expires December 31st each year and is subject to the renewal requirements identified in Section 1.7.
- 2.4.3.1 A Class 1 or Class 2 Dining Food Service license shall expire upon expiration of the liquor license issued for the premises.
- 2.4.4 A Food Service license is not required for any charitable, educational, religious or fraternal organization.
- 2.4.5 A Food Service license is not required for any Outdoor Vendor selling food.
- 2.4.6 Food Services, as defined in Section 8, shall be subject to licensing as follows:
1. Ancillary Food Services: A Food Service license is not required.
 2. Catering Food Services: A Food Service license is not required.
 3. Concession Food Services: A Food Service license is not required.
 4. Dining Food Service Class 1: A Food Service license is required.
Dining Food Service Class 2: A Food Service license is required.
Dining Food Service Class 3: A Food Service license is required for Class 3 Dining Services with on premises dining facilities.
 5. Donation Food Services: A Food Service license is not required.
 6. Farm Food Services: A Food Service license is not required.
 7. Home-Based Food Services: A Food Service license is not required.
 8. Production Food Services: A Food Service license is not required.

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- 9. Retail Food Services Class 1: A Food Service license is required.
- Retail Food Services Class 2: A Food Service license is not required.
- 10. Wholesale Food Services: A Food Service license is not required.
- 2.4.7 Any Food Services facility where cooking appliances are used shall be subject to safety inspections by the Fire Department at its discretion.
- 2.5 Innkeepers (Pursuant to 30-A M.R.S.A. Chapter 183 Sub-Chapter 3)**
 - 2.5.1 A municipal license shall be required for an Innkeeper.
 - 2.5.2 The Town Council shall approve or deny the licensing of Innkeepers in accordance with the requirements of this chapter.
 - 2.5.3 An Innkeeper license expires May 31st each year and is subject to the renewal requirements identified in Section 1.7.
 - 2.5.4 A person licensed as an Innkeeper must be of good moral character.
 - 2.5.5 Innkeeper businesses operating on the effective date of this section shall be exempt from the license fee in Section 5 for the first licensing year.
- 2.6 Outdoor Vendors (Site Vendors, Mobile Vendors, Street Vendors)**
 - 2.6.1 A municipal license shall be required for an Outdoor Vendor.
 - 2.6.2 The Town Council shall approve or deny the licensing of Outdoor Vendors in accordance with the requirements of this chapter.
 - 2.6.3 An Outdoor Vendor license expires December 31st each year and is not a renewable license. A new application review in accordance with the requirements identified in Section 1.6 shall be required for previously licensed Outdoor Vendors.
 - 2.6.4 The Town Council may set dates on which a Site Vendor may or may not occupy a location.
 - 2.6.5 An Outdoor Vendor license shall identify the approved location(s) to be occupied. Additional locations may be approved by the Town Council during the term of a license.
 - 2.6.6 A Mobile Vendor or Street Vendor license may be limited to a prescribed route, if deemed necessary by the Town Council to support the purposes of this chapter.
 - 2.6.7 No Outdoor Vendor may operate on or along any portion of the Bucksport Waterfront Walkway, except as part of a town-approved event.
 - 2.6.8 No Outdoor Vendor may occupy any public parking space on Main Street, except as part of a town-approved event.
 - 2.6.9 An Outdoor Vendor license is not required for any charitable, educational, religious or fraternal organization.
 - 2.6.10 A single Outdoor Vendor license shall be required for a farmers' market. The license shall be issued to the market's operator or authorized agent. Vendors are not required to be licensed individually to participate in a farmers' market.
- 2.7 Pawnbrokers (Pursuant to 30-A M.R.S.A. Chapter 183 Sub-Chapter 6)**
 - 2.7.1 A municipal license shall be required for a Pawnbroker.
 - 2.7.2 The Town Council shall approve or deny the licensing of Pawnbrokers in accordance with the requirements of this chapter.
 - 2.7.3 A Pawnbroker license expires December 31st each year and is subject to the renewal requirements identified in Section 1.7.

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- 2.7.4 The Town Council may not issue a Pawnbroker license to a person who has been convicted of a violation of 30-A M.R.S.A. Chapter 183 Sub-chapter 6.
- 2.7.5 A person licensed as a Pawnbroker must be of good moral character.
- 2.8 Public Entertainment**
- 2.8.1 A municipal license shall be required for Public Entertainment.
- 2.8.2 The Town Council shall approve or deny the licensing of Public Entertainment in accordance with the requirements of this chapter.
- 2.8.3 A Public Entertainment license expires at the end of the entertainment event and is not a renewable license. A new application review in accordance with the requirements identified in Section 1.6 shall be required for previously licensed Public Entertainment.
- 2.8.4 A Public Entertainment license may include more than one location and event, subject to approval by the Town Council.
- 2.8.5 Adequate provisions must be made for parking, traffic movement and pedestrian safety.
- 2.8.6 Public Entertainment may not involve nudity.
- 2.8.7 A Public Entertainment license is not required for any charitable, educational, religious or fraternal organization.
- 2.8.8 A Public Entertainment license is not required for a parade. Notice of any parade must be given to the Public Safety Director at least one week before the date of the parade. All parades must comply with the public safety requirements of the Public Safety Department.
- 2.8.9 No Public Entertainment may be conducted on or along the Waterfront Walkway, except as approved by the Bucksport Town Council.
- 2.8.10 A Public Entertainment license is not required for the following activities:
1. Any entertainment permitted as Special Amusements in accordance with Section 3.5.
 2. Any entertainment conducted at a place of assembly intended for entertainment events.
 3. Street performers or buskers performing without any advance notice to the public.
- 2.9 Roller Skating Rinks (Pursuant to 8 M.R.S.A. Chapter 23)**
- 2.9.1 A municipal license shall be required for a Roller Skating Rink.
- 2.9.2 The Town Council shall approve or deny the licensing of Roller Skating Rinks in accordance with the requirements of this chapter.
- 2.9.3 A Roller Skating Rink license expires December 31st each year and is subject to the renewal requirements identified in Section 1.7.
- 2.9.4 A Roller Skating Rink license may not be issued to anyone convicted of any Class A, B, or C crime.

Section 3 Municipal Permit Standards

- 3.1 Automobile Graveyards**
- 3.1.1 A municipal permit shall be required for Automobile Graveyards.

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- 3.1.2 The Town Council shall approve or deny an Automobile Graveyard permit in accordance with the requirements of Appendix J of the Bucksport Town Code.
- 3.1.3 No other provisions in this chapter shall apply to Automobile Graveyards.

3.2 Automobile Recycling Businesses

- 3.2.1 A municipal permit shall be required for Automobile Recycling Businesses.
- 3.2.2 The Town Council shall approve or deny an Automobile Recycling Business permit in accordance with the requirements of Appendix J of the Bucksport Town Code.
- 3.2.3 No other provisions in this chapter shall apply to Automobile Recycling Businesses.

3.3 Dealers in Secondhand Precious Metals

- 3.3.1 A municipal permit shall be required for a Dealer in Secondhand Precious Metals (DSPM).
- 3.3.2 The Town Council shall approve or deny a DSPM permit in accordance with the requirements of this chapter.
- 3.3.3 A DSPM municipal permit expires December 31st each year and is subject to the renewal requirements identified in Section 1.7.
- 3.3.4 A dealer shall provide the address of the permanent place of business at which the dealer will do business to the municipality and shall notify the municipality if the location changes.
- 3.3.5 The Town Council may require other reasonable information as to the identity of the persons managing, supervising or conducting the business as necessary in order to fulfill the purposes of this section.
- 3.3.6 The Town Council may not issue a DSPM permit to a person if they find that issuance of the permit would be detrimental to the public health, safety or welfare.
- 3.3.7 The Town Council may not issue a DSPM permit to a person who has been convicted of a violation of 30-A M.R.S.A. §3972.

3.4 Junkyards

- 3.4.1 A municipal permit shall be required for Junkyards.
- 3.4.2 The Town Council shall approve or deny a Junkyard permit in accordance with the requirements of Appendix J of the Bucksport Town Code.
- 3.4.3 No other provisions in this chapter shall apply to Junkyards.

3.5 Special Amusements

- 3.5.1 A municipal permit shall be required for Special Amusements.
- 3.5.2 The Town Council shall approve or deny a Special Amusements permit in accordance with the requirements of this chapter.
- 3.5.3 A Special Amusements permit expires on the expiration date of the liquor license for the premises at which the Special Amusements are conducted. A Special Amusements permit is not a renewable permit. A new application review is required for previously permitted Special Amusements in accordance with the procedures identified in Section 1.6.
- 3.5.4 A public hearing shall be required for Special Amusements permit applications. Notice of the hearing shall be made in accordance with the requirements of Section 1.10.

- 3.5.5 No Special Amusements permit may authorize nudity in any form of entertainment.
- 3.5.6 The Town Council may set limits on the days and hours that permitted entertainment may be conducted, the type of entertainment and where it may be conducted, if deemed necessary to support the purposes of this chapter.

Section 4 State License, Permit and Registration Standards

4.1 Alcoholic Beverages (on premises consumption)

- 4.1.1 Municipal approval of license applications for on premises consumption of alcoholic beverages shall be required before a license may be granted by the Division of Liquor Licensing and Enforcement (DLLE).
- 4.1.2 The Town Council shall approve or deny on premises licenses in accordance with the requirements of this chapter.
- 4.1.3 The provisions of Section 4.1 shall also apply to applications for the transfer of an on premises license to another location, as required by the DLLE.
- 4.1.4 If the Town Council fails to take final action on an on premises license application within 60 days of receiving the application, the application is deemed approved and ready for action by the DLLE.
- 4.1.5 When an on premises license has been extended by the DLLE pending renewal, the Town Council shall take final action on the on premises license application within 120 days of receiving the application.
- 4.1.6 The Town Council's approval of an on premises license shall expire on the expiration date of the license issued by the DLLE.
- 4.1.7 If an application is denied by the Town Council, the applicant shall be provided with a written decision within 10 days of the date of denial by the Council. The applicant shall also be provided with information on the rights of appeal, as provided for in Section 7.
- 4.1.8 The Town Council may only deny an application upon finding any condition identified in Section 1.9.8 (1-7) to be applicable.

4.2 Beano or Bingo

- 4.2.1 Municipal approval of Beano or Bingo license applications shall be required before a license may be granted by the Chief of the Maine State Police.
- 4.2.2 The Town Council shall approve or deny Beano or Bingo licenses in accordance with the requirements of this chapter.
- 4.2.3 Beano or Bingo may not be conducted on Christmas, on Sunday before 11 a.m., or on any day between the hours of 12 midnight and 7 a.m. The prevailing time for the State of Maine shall determine these hours.
- 4.2.4 The Town Council's approval of a Bingo or Beano license shall expire on the expiration date of the license issued by the Chief of the Maine State Police.
- 4.2.5 If an application is denied by the Town Council, the applicant shall be provided with a written decision within 10 days of the date of denial by the Council. The applicant shall also be provided with information on the rights of appeal, as provided for in Section 7.
- 4.2.6 Clubs, groups or organizations, composed of individuals at least 90% of whom are 62 years of age or older, that operate Beano or Bingo games for their own entertainment

and recreation and not for profit, are exempt from the licensing requirements of 17 M.R.S.A. Chapter 13-A.

4.3 Bottle Clubs

- 4.3.1 Municipal approval of Bottle Club registration applications shall be required before a registration may be granted by the Division of Liquor Licensing and Enforcement (DLLE).
- 4.3.2 The Town Council shall approve or deny Bottle Club registrations in accordance with the requirements of this chapter.
- 4.3.3 The provisions of Section 4.3 shall also apply to applications for the transfer of a Bottle Club to another location, as required by the DLLE.
- 4.3.4 The Town Council's approval of a Bottle Club registration application shall expire on the expiration date of the registration issued by the DLLE.
- 4.3.5 If an application is denied by the Town Council, the applicant shall be provided with a written decision within 10 days of the date of denial by the Council. The applicant shall also be provided with information on the rights of appeal, as provided for in Section 7.
- 4.3.6 The Town Council may only deny approval of an application upon finding any condition identified in Section 1.9.8 (1-6) to be applicable, or any of the following conditions:
1. In the case of corporate applicants, any officer, director or stockholder of the corporation has been disqualified or found ineligible under M.R.S.A. 28-A Section 601.
 2. The location of the Bottle Club is at an amusement area, beach or other area designed primarily for use by minors.

4.4 Bring Your Own Bottle (BYOB) Functions

- 4.4.1 Municipal approval of BYOB permit applications shall be required before a permit may be granted by the Division of Liquor Licensing and Enforcement (DLLE).
- 4.4.2 The Town Council shall approve or deny BYOB permits in accordance with the requirements of this chapter.
- 4.4.3 The Town Council's approval of a BYOB function shall expire on the expiration date of the BYOB permit issued by the DLLE.
- 4.4.4 If an application is denied by the Town Council, the applicant shall be provided with a written decision within 10 days of the date of denial by the Town Clerk. The applicant shall also be provided with information on the rights of appeal, as provided for in Section 7.
- 4.4.5 The Town Council may only deny an application upon finding any condition identified in Section 1.9.8 (1-6) to be applicable.

4.5 Dual Liquor Licenses

- 4.5.1 Municipal approval of Dual Liquor license applications shall be required before a license may be granted by the Division of Liquor Licensing and Enforcement (DLLE).
- 4.5.2 The Town Council shall approve or deny Dual Liquor licenses in accordance with the requirements of this chapter.

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- 4.5.3 The Town Council's approval of a Dual Liquor license shall expire on the expiration date of the license issued by the DLLE.
- 4.5.4 If an application is denied by the Town Council, the applicant shall be provided with a written decision within 10 days of the date of denial by the Council. The applicant shall also be provided with information on the rights of appeal, as provided for in Section 7.
- 4.6 Games of Chance**
- 4.6.1 Municipal approval of Games of Chance license applications shall be required before a license may be granted by the Chief of the Maine State Police.
- 4.6.2 The Town Council shall approve or deny Games of Chance licenses in accordance with the requirements of this chapter.
- 4.6.3 If an application is denied by the Town Council, the applicant shall be provided with a written decision within 10 days of the date of denial by the Council. The applicant shall also be provided with information on the rights of appeal, as provided for in Section 7.
- 4.6.4 A Games of Chance license is not required when a game of chance constitutes social gambling, as defined in 17 M.R.S.A. Section 1831.
- 4.7 Off-Premises Catering**
- 4.7.1 Municipal approval of Off-Premises Catering license applications shall be required before a permit may be granted by the Division of Liquor Licensing and Enforcement (DLLE).
- 4.7.2 The Town Clerk shall approve or deny Off-Premises Catering licenses in accordance with the requirements of this chapter.
- 4.7.3 The Town Clerk's approval of an Off-Premises Catering license application shall expire on the expiration date of the license issued by the DLLE.
- 4.7.4 If an application is denied by the Town Clerk, the applicant shall be provided with a written decision within 10 days of the date of denial by the Town Clerk. The applicant shall also be provided with information on the rights of appeal, as provided for in Section 7.
- 4.7.5 The Town Clerk may only deny an application upon finding any condition identified in Section 1.9.8 (1-6) to be applicable.
- 4.8 Off-Track Betting**
- 4.8.1 Municipal approval of Off-Track Betting license applications shall be required before a license may be granted by the State of Maine Harness Racing Commission.
- 4.8.2 The Town Council shall approve or deny Off-Track Betting licenses in accordance with the requirements of 8 M.R.S.A. Section 275-D.
- 4.8.3 The Town Council's approval of an Off-Track Betting license application shall expire on the expiration date of the license issued by the Commission.
- 4.8.4 If an application is denied by the Town Council, the applicant shall be provided with a written decision within 10 days of the date of denial by the Council. The applicant shall also be provided with information on the rights of appeal, as provided for in Section 7.

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4.9 Taste-Testing Events

- 4.9.1 Municipal approval of Taste-Testing Event license applications shall be required before a permit may be granted by the Division of Liquor Licensing and Enforcement (DLLE).
- 4.9.2 The Town Clerk shall approve or deny Taste-Testing Event licenses in accordance with the requirements of this chapter.
- 4.9.3 The Town Clerk's approval of a Taste-Testing Event license application shall expire on the expiration date of the license issued by the DLLE.
- 4.9.4 If an application is denied by the Town Clerk, the applicant shall be provided with a written decision within 10 days of the date of denial by the Town Clerk. The applicant shall also be provided with information on the rights of appeal, as provided for in Section 7.
- 4.9.5 The Town Clerk may only deny an application upon finding any condition identified in Section 1.9.8 (1-6) to be applicable.

Section 5 License and Permit Fees

Municipal Licenses & Permits	Fee	
	New	Renewal
Closing-Out Sales (Town Clerk Approval)	None	N/A
Dealers in Secondhand Precious Metals	\$20.00	\$10.00
Dog Kennels (Town Clerk Approval)	\$42.00	\$42.00
Festivals	\$20.00	N/A
Food Services		
Dining Class 1	\$40.00	\$20.00
Dining Class 2	\$30.00	\$15.00
Dining Class 3	\$20.00	\$10.00
Retail Class 1	\$20.00	\$10.00
Innkeepers	\$20.00	\$10.00
Outdoor Vendors		
Site Vendors (Van or Trailer)	\$40.00	N/A
Site Vendors (Car or Pick-up)	\$20.00	N/A
Site Vendors (Stand or Tent)	\$20.00	N/A
Mobile Vendors	\$20.00	N/A
Street Vendors	\$20.00	N/A
Pawnbrokers	\$20.00	\$10.00
Public Entertainment	\$20.00	N/A
Roller Skating Rinks	\$20.00	\$10.00
Special Amusements	\$20.00	N/A
State License & Registration Reviews		
Alcoholic Beverages (on premise consumption)	None	N/A
Bottle Clubs	\$20.00	\$20.00
Beano or Bingo	\$20.00	\$20.00
Bring Your Own Bottle (BYOB) Functions	\$20.00	\$20.00
Dual Liquor Licenses	\$20.00	\$20.00

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Games of Chance	\$20.00	\$20.00
Off-Premises Catering (Town Clerk Approval)	\$10.00	\$10.00
Off-Track Betting	\$20.00	\$20.00
Taste-Testing Events (Town Clerk Approval)	\$10.00	\$10.00
Business Name Registration	\$5.00	N/A

Section 6 Enforcement

- 6.1 The Code Enforcement Officer (CEO) shall enforce the provisions of this chapter.
- 6.2 Upon identification of a violation of any provision of this chapter, the CEO shall notify in writing the person responsible for such violation. The notice must indicate the nature of the violation and the action necessary to correct it. A copy of all such notices must be maintained as a permanent record in the code enforcement office.
- 6.3 When the above action does not result in the correction of the violation, the Town Council, upon notice from the CEO, shall determine the appropriate actions and proceedings that may be necessary to enforce the provisions of this chapter in the name of the municipality.
- 6.4 The Town Council may suspend or revoke any municipal license or permit pursuant to the requirements of this section.
- 6.5 A municipal license or permit may be suspended or revoked if the Town Council finds that the license or permit is in violation of the ordinances of the Town of Bucksport or the laws of the State of Maine, or the licensee or permittee has willfully or persistently failed to comply with any applicable rules and regulations.
- 6.6 The Town Council shall conduct a public hearing to consider a license or permit suspension or revocation. Notice of the hearing shall be given in accordance with the requirements of Section 1.10. Notice shall also be provided to the licensee or permittee no less than 7 days prior to the date of the public hearing.
- 6.7 The cost of advertising a public hearing for a suspension or revocation shall be borne by the town.
- 6.8 A licensee or permittee is not required to be present for the public hearing.
- 6.9 The Town Clerk shall provide written notification of the Town Council's decision to the licensee or permittee within 10 days of the Council's decision. A decision to suspend or revoke a license or permit shall include the reason for the decision and information about the right to appeal the decision in accordance with Section 7.
- 6.10 The municipal officers, or their authorized agent, may enter into administrative consent agreements for the purpose of eliminating violations of this chapter and recovering fines without court action.
- 6.11 Any person who conducts any land use in violation of the licensing or permitting requirements of this chapter is subject to penalty in accordance with 30-A, M.R.S.A. §4452.

Section 7 Appeals

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- 7.1 An administrative appeal shall be taken to the Board of Appeals by any person aggrieved by a decision made by the Town Council or Town Clerk to issue, deny, revoke or suspend a municipal license or permit.
- 7.1.1 An appeal application must be received by the town within 30 days of the date of the decision being appealed.
- 7.2 An appeal of a decision made by the Town Council or Town Clerk to approve or deny the issuance of a state license, permit or registration from the Division of Liquor Licensing and Enforcement shall be taken in accordance with the applicable provisions of state law.
- 7.2.1 An administrative appeal of a decision made by the Town Council or Town Clerk to approve or deny any other state license, permit or registration shall be taken to the Board of Appeals in accordance with the requirements of this section.

Section 8 Definitions

Except as specifically defined herein, all words in this chapter shall carry their customary dictionary meanings. For the purpose of this chapter, certain words or terms used herein are to be construed or defined as follows:

Bottle Club: As defined in 28-A M.R.S.A. §2.

Bring Your Own Bottle (BYOB) Function: As defined in 28-A M.R.S.A. §2.

Closing Out Sale: An event to dispose of the entire stock of goods of a business with the intent to permanently terminate further business after that disposal is complete. A Closing Out Sale may also be described as a going out of business sale, discontinuance of business sale, entire stock must go sale, must sell to the bare walls sale, or other similar designation.

Condition of Record: For the purpose of this chapter, any formal written complaint or written violation.

Dealer of Second-Hand Precious Metals: A person who engages in the business of purchasing, selling or acquiring through exchange secondhand precious metals, which include any item composed in whole or in part of gold or silver, but does not include dental gold, unrefined metal ore, an electronic product, any part of a mechanical system on a motor vehicle or gold or silver coins or bullion.

Division of Liquor Licensing and Enforcement: A branch of the Maine Bureau of Alcoholic Beverages and Lottery Operations, responsible for licensing and enforcement activities for Maine's beverage alcohol industry.

Dog Kennel: A place of business where 5 or more dogs kept for breeding, hunting, show, training, field trials, sledding, competition or exhibition purposes. The sale or exchange of one litter of puppies within a 12-month period alone does not constitute the operation of a kennel.

Dual Liquor License: A state license that allows a retail establishment to serve wine for on premises consumption and sell wine to be consumed off the premises.

Festival: An organized event providing an opportunity for the public to gather and celebrate or participate in activities based on a common theme, such as the arts, music, food or drink, notable events, sports, trades, hobbies, the seasons, harvests, community, traditions, folklore, charity, clubs, organizations, religion or other themes that may inspire an

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interest for celebration or a coming together. A festival may take place indoors or outdoors and may include, but is not limited to, live or recorded entertainment, exhibits, demonstrations, workshops, food, drink, merchandise, animals, parades, amusement rides, fireworks, competitions, games of chance, recreation and other organized activities.

Food: Human nourishment originating from a plant or animal source. Food may be raw, cooked, heated, cooled, frozen, processed, or unprocessed, and in a solid or liquid state.

Food Service: Selling or offering food to the public. Food Services are classified as follows:

Ancillary: A Food Service that includes food vending machines, or courtesy foods such as coffee and pastries or light snacks.

Catering: A Food Service that includes prepared foods delivered and served at a social or business event.

Concession: A Food Service provided at athletic or entertainment events from a permanent stand or counter.

Dining Class 1: A Food Service provided at a restaurant, banquet facility, club or other similar premises that is licensed to serve alcoholic beverages for on premises consumption.

Dining Class 2: A Food Service provided at a pub, bar, lounge, tap room or other similar premises that is licensed to serve alcoholic beverages for on premises consumption.

Dining Class 3: A Food Service provided at a café, cafeteria, dairy bar, diner, drive-in, food court, restaurant, or other similar premises that is not licensed to serve alcoholic beverages for on premises consumption.

Donation: A Food Service provided at a food pantry or food bank, or by delivery to homes.

Farm: A Food Service that includes meat, dairy or produce products provided at the farm where the products are produced, or at a farmers' market.

Home-based: A Food Service that includes food products manufactured at a residential property.

Production: A Food Service that includes food products produced at a manufacturing facility.

Retail Class 1: A Food Service provided at a convenience store, bake shop, delicatessen, gift shop, grocery store, sandwich shop, specialty food shop, or other similar commercial establishment. Limited on premises dining is provided.

Retail Class 2: A Food Service provided at a convenience store, bake shop, delicatessen, gift shop, grocery store, sandwich shop, specialty food shop, or other similar commercial establishment. On premises dining is not provided.

Wholesale: A Food Service that includes food products that are distributed for resale in the commercial market.

Games of Chance: As defined in 17 M.R.S.A. §1831.

Innkeeper: A person who keeps an inn, bed & breakfast, hotel or motel to provide lodging to travelers and others for compensation.

License: A document acknowledging approval from the authority having jurisdiction for a specific activity, pursuant to the requirements of this chapter.

Municipal Permit: A permit issued by the Town Council or Town Clerk in accordance with the requirements of this chapter.

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Nudity: Unclothed, uncovered or exposed to the extent that human genitals, pubic area or buttocks, or the nipple and/or areola of the female breast may be seen by the public either in full view or through a less than fully opaque covering.

Off-Premises Catering: As defined in 28-A M.R.S.A. §2.

Off-Track Betting: As defined in 8 M.R.S.A. §275.

Outdoor Vendor: A person engaged in the business of selling one or more products at a temporary outdoor location on public or private property. Outdoor Vendors are classified as follows:

Site Vendor: A person that offers products or services from a parked vehicle or trailer, or other portable structure installed at one location.

Mobile Vendor: A person that offers products or services from a moving motor vehicle, using signage or audible sounds to attract attention along the way, and stopping whenever anyone signals interest.

Street Vendor: A person that offers products or services by standing or walking without structural displays, or by using a pushcart or similar non-motorized moveable method for display.

Parade: Any organized procession or march on public streets or roads, for entertainment, informational or celebratory purposes.

Pawnbroker: A person engaged in the business of lending of money on the security of pledged tangible personal property that is delivered to and held by the pawnbroker. A Pawnbroker may also purchase tangible personal property on the condition that it may be repurchased by the seller for a fixed price within a fixed period of time.

Person: Individual, partnership, corporation, or other legal entity.

Premises: Any place where an activity takes place.

Public Entertainment: Shows, performances, concerts, acts, parades, circuses, amusements or similar activities conducted for the assembled public.

Roller Skating Rink: A premises that provides an area used for roller skating.

Special Amusements: Live music, dancing, performances, shows, or similar entertainment in an establishment that is licensed for on premise consumption of alcoholic beverages. Special Amusements does not include incidental singing from employees of the establishment to honor or celebrate a special occasion for a customer.

Taste-Testing Event: As the term is applied in 28-A M.R.S.A. §1052-D.

Section 9 Abrogation

- 9.1 This chapter, adopted on _____ by the Bucksport Town Council, repeals and replaces Sections 1 through 6 of the current Chapter 6 Business Licensing and Regulations, and relocates Section 7 in its entirety without amendments to Appendix E of the Bucksport Town Code.

Appendix E

Section 7 Cable Television Ordinance (Relocated from Chapter 6)

An Ordinance of the Town Council of the Town of Bucksport, Maine, repealing in its entirety the Town of Bucksport Cable Television Ordinance adopted on October 11, 1979, and adopting the Bucksport Cable Communications Regulatory Code, which revises the procedures and requirements relating to Cable Television Franchises to reflect changes in applicable law and to better ensure that use of Public Rights-of-Way by Cable Systems serves the public interest.

SEC. 7-100 GENERAL PROVISIONS

7-101 Title

This Ordinance shall be known and may be cited as the "Bucksport Cable Television Communications Regulatory Ordinance."

7-102 Purpose

The Town of Bucksport finds that the development of cable television systems has the potential of greatly benefiting and having a positive impact on the people of Bucksport. Cable technology is rapidly changing, and cable is expected to play an essential role as part of the Town's basic infrastructure. Cable television systems extensively make use of scarce and valuable Public Rights-of Way, in a manner different from the way in which the general public uses them, and in a manner reserved primarily for those that provide services to the public, such as utility companies. The Town finds that public convenience, safety, and general welfare can best be served by establishing regulatory powers vested in the Town or such Persons as the Town so designates to protect the public and to ensure that any Franchise granted is operated in the public interest. In light of the foregoing, the following goals and the State policies set forth at 30-A M.R.S.A. Section 3008 (1), among others, underlie the provisions set forth in this Ordinance:

- a. Cable should be available to as many Town residents as possible.
- b. A Cable System should be capable of accommodating both the present and reasonably foreseeable future cable-related needs of the community, to the extent economically feasible.
- c. A Cable System should be constructed and maintained during a Franchise term so that changes in technology may be integrated to the maximum extent that is economically feasible into existing system facilities.
- d. A Cable System should be responsive to the needs and interests of the local community.

The Town intends that all provisions set forth in this Ordinance be construed to serve the public interest and the foregoing public purposes, and that any Franchise issued pursuant to this Ordinance be construed to include the foregoing findings and public purposes as integral parts thereof.

SEC. 7-200 DEFINITIONS AND WORD USAGE

For the purposes of this Ordinance, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated. When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number, and words in the singular number include the plural number; and the masculine gender includes the feminine gender. The words "shall" and "will" are mandatory, and "may" is permissive. Unless otherwise expressly stated, words not defined herein shall be given the meaning set forth in Title 47 of the United States Code, Chapter 5, Subchapter V-A, 47 U.S.C. Subsection 521 et seq., as amended, and, if not defined therein, their common and ordinary meaning.

7-201 Affiliate

Any Person who owns or controls, is owned or controlled by, or is under common ownership or control with a Grantee.

7-202 Basic Cable Service

Any Service Tier that includes the retransmission of local television broadcast signals.

7-203 Cable Act

The Cable Communications Policy Act of 1984, 47 U.S.C. Subsection 521 et seq., as amended by the Cable Competition and Consumer Protection Act of 1992, the Telecommunications Act of 1996, and as it may be further amended from time to time.

7-204 Cable Programming Service

Any video programming provided over a Cable System, regardless of Service Tier, including installation or rental of equipment used for the receipt of such video programming, other than (A) video programming carried on the Basic Cable Service Tier; and (B) video programming offered on a per-channel, or per-program basis.

7-205 Cable Service

This term shall have the meaning given it by the Cable Act, as amended.

7-206 Cable System or System

A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable television service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right-of-Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act of 1934, except that such facility shall be considered a Cable System to the extent such facility is

used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (4) an open video system that complies with federal law; or (5) any facilities of any electric utility used solely for operating its electric utility systems. A reference to a Cable System refers to any part thereof, including, without limitation, facilities located in the interior of a Subscriber's residence or other premises.

7-207 The Town

The Town of Bucksport, Maine, and any agency, department, or agent thereof.

7-208 FCC

The Federal Communications Commission, its designee, or any successor governmental entity thereto.

7-209 Franchise

The non-exclusive authorization granted in accordance with this Ordinance to construct, operate, and maintain a Cable System along the Public Rights-of-Way within the Town. Any such authorization, in whatever form granted, shall not mean or include any license or permit required for the privilege of transacting and carrying on a business within the Town as required by the ordinances and laws of the Town, or for attaching devices to poles or other structures, whether owned by the Town or a private entity, or for excavating or performing other work in or along Public Rights-of-Way.

7-210 Franchise Agreement

A contract entered into in accordance with the provisions of this Ordinance between the Town and a Grantee that sets forth, subject to applicable state and federal law, the terms and conditions under which a Franchise will be exercised.

7-211 Franchise Area

The term "franchise area" for any franchise granted under this Ordinance shall mean the whole of the Town of Bucksport. All new or renewal franchise agreements granted under this Ordinance shall require the grantee, within a reasonable period after the effective date of the franchise agreement, to extend service to all areas of the Town that meet density requirements to be set out in the franchise agreement. No franchise or renewal franchise approved under this Ordinance shall contain density requirements that are less restrictive than the density requirements of franchise agreements with other grantees that are then in force.

7-212 Grantee

The natural Person(s), partnership(s), domestic or foreign corporation(s), association(s), joint venture(s), or organization(s) of any kind which has or have been granted a cable television Franchise by the Town.

7-213 Gross Revenues

Those items within the scope of the term "gross revenues" as used in the Cable Act, as amended, including any and all cash, credits, or other consideration of any kind or nature received directly or indirectly by a Grantee, an Affiliate of a Grantee, or any Person in which a Grantee has a five percent (5%) or greater financial interest, or by any other entity that is a cable operator of a Cable System arising from, attributable to, or in any way derived from the operation of a Grantee's Cable System to provide Cable Service, including the facilities associated therewith. Gross Revenues include, but are not limited to, monthly fees charged Subscribers for any basic, optional, premium, per-channel, or per-program service; installation, disconnection, reconnection, and change-in-service fees; leased channel fees; late fees; payments, or other consideration received from programmers for carriage of programming on the System; revenues from converter rentals or Sales; advertising revenues; barter; revenues from program guides; and revenues from home shopping channels. "Gross Revenues" do not include reimbursed expenses unless the expense is separately claimed. Gross Revenues earned on a System-wide basis shall be allocated to the Town on the basis of the ratio of the subscribers in the Town to the total subscribers in all the franchising authorities served by the System. Gross Revenues shall be the basis for computing the Franchise Fee under this Ordinance. Gross Revenues shall not include: (1) to the extent consistent with generally accepted accounting principles, actual bad debt write-offs, provided, however that all or part of any such actual bad debt that is written off but subsequently collected shall be included in Gross Revenues in the period collected; (2) the value of free cable services provided to Grantee's employees or to the Town; (3) revenues received by an Affiliate from the Grantee on which the Grantee has already paid the Franchise fee; (4) any taxes on services furnished by a Grantee which are imposed directly on any Subscriber or user by the state, Town, or other governmental unit and which are collected by a Grantee on behalf of said governmental unit; and (5) revenues from the provision of telecommunications services.

7-214 Person

An individual, partnership, association, joint stock company, organization, corporation, or any lawful successor thereto or transferee thereof, but such term does not include the Town.

7-215 Public Right-of-Way

The surface, the air space above the surface, and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway, easement, or similar property in which the Town now or hereafter holds any property interest, or may lawfully grant the use of, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a Cable System. No reference herein, or in any Franchise Agreement, to a "Public Right-of-Way" shall be deemed to be a representation or guarantee by the Town that its interest or other right to control the use of such property is sufficient to permit its use for such

purposes, and a Grantee shall be deemed to gain only those rights to use as are properly in the Town and as the Town may have the undisputed right and power to give.

7-216 Sale

Any sale, exchange, or barter transaction.

7-217 Service Tier

A package of two or more Cable Services for which a separate charge is made by the Grantee, other than a package of premium and pay-per-view services that may also be sold on a true a la carte basis.

7-218 Subscriber

Any Person who legally receives Cable Service, whether or not a fee is paid for such service.

7-219 Transfer

Any transaction in which (1) an ownership or other interest in a Grantee, its Cable System, or any Person that is a cable operator of the Cable System is transferred from one Person or group of Persons to another Person or group of Persons so that control of a Grantee is transferred; or (2) the rights or obligations held by a Grantee under a Franchise Agreement are transferred or assigned to another Person or group of Persons. Control for these purposes means working control, in whatever manner exercised. By way of illustration and not limitation, the addition, deletion, or other change of any general partner of a Grantee, any person who owns or controls a Grantee, or a cable operator of a Cable System is such a change of control.

7-220 User

A Person or organization utilizing a channel or equipment and facilities for purposes of producing or transmitting material, as contrasted with the receipt thereof in the capacity of a Subscriber.

SEC. 7-300 GRANT OF FRANCHISE

7-301 Grant of Franchise

The Town may grant one or more cable television Franchises, and each such Franchise shall be awarded in accordance with and subject to the provisions of this Ordinance. In no event shall this Ordinance be considered a contract between the Town and a Grantee.

7-302 Franchise Required

No Person may construct or operate a Cable System without a Franchise granted by the Town unless otherwise authorized by law, and no Person may be granted a Franchise without having entered into a Franchise Agreement with the Town pursuant to this Ordinance.

7-303 Franchise Characteristics

7-303-1 Authority Granted by Franchise

A Franchise authorizes use of Public Rights-of-Way for installing cables, wires, lines, optical fiber, underground conduit, and other devices necessary and appurtenant to the operation of a Cable System within a Franchise Area, but does not expressly or implicitly authorize a Grantee to provide service to, or install a Cable System on private property without owner consent (except for use of compatible easements pursuant to Section 621 of the Cable Act, 47 U.S.C. Section 541 (a) (2)), or to use publicly or privately owned conduits without a separate agreement with the owners.

7-303-2 Term of Franchise

The term of a Franchise may not exceed fifteen (15) years.

7-303-3 Non-exclusivity

A Franchise is non-exclusive and will not explicitly or implicitly preclude the issuance of other Franchises to operate Cable Systems within the Town; affect the Town's right to authorize use of Public Rights-of-Way by other Persons to operate Cable Systems or for other purposes as it determines appropriate; or affect the Town's right to itself construct, operate, or maintain a Cable System, with or without a Franchise.

7-303-4 Franchise Agreement Constitutes Contract

Once a Franchise Agreement has been accepted and executed by the Town and a Grantee, such Franchise Agreement shall constitute a contract between the Grantee and the Town, and the terms, conditions, and provisions of such Franchise Agreement, subject to the Ordinance in effect as of the effective date of such Franchise Agreement and all other duly enacted and applicable laws, shall define the rights and obligations of the Grantee and the Town relating to the Franchise. Nothing in this Ordinance or a Franchise Agreement shall be deemed a waiver of or restriction on the Town's police powers, or a waiver of any of the terms of any Town ordinance regarding the use or management of the Public Rights-of-Way or intended to protect the public's safety.

7-303-5 Use of Public Rights-of-Way

All privileges prescribed by a Franchise shall be subordinate to any prior lawful occupancy of the Public Rights-of-Way, and the Town reserves the right to reasonably designate where a Grantee's facilities are to be placed

within the Public Rights-of-Way. The rights and privileges granted pursuant to a Franchise shall not be in preference or hindrance to the right of the Town, or other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works or public improvement, and should a Cable System in any way interfere with the construction, maintenance, or repair of such public works or improvements, the Grantee shall promptly, at its own expense, protect or relocate its System or part thereof, as directed by the Town or other authority having jurisdiction.

7-303-6 Franchise personal to Grantee

A Franchise shall be a privilege that is in the public trust and personal to the original Grantee. No Transfer of a Franchise shall occur without the prior consent of the Town and unless application is made by the Grantee and Town approval obtained, pursuant to this Ordinance and the Franchise Agreement; which approval shall not be unreasonably withheld, provided, however, that the Grantee may make assignments of collateral to a lender upon reasonable prior notice to the Town. No such assignment of collateral shall be deemed to permit any person to avoid any obligations under this Ordinance or a Franchise Agreement.

7-303-7 Exclusive Contracts Unenforceable

A Franchise holder may not enter into or enforce any exclusive contract with a Subscriber as a condition of providing or continuing service.

7-304 Grantee Subject to Other Laws, Police Power

7-304-1 Compliance With Laws

A Grantee shall at all times be subject to and shall comply with all applicable federal, state, and local laws. A Grantee shall at all times be subject to all lawful exercise of the police power of the Town, including all rights the Town may have under 47 U.S.C. Section 552.

7-304-2 No Waiver of Town Rights

No course of dealing between a Grantee and the Town, nor any delay on the part of the Town in exercising any rights hereunder, shall operate as a waiver of any such rights of the Town or acquiescence in the actions of a Grantee in contravention of rights except to the extent expressly waived by the Town or expressly provided for in a Franchise Agreement, or other applicable laws, rules or regulations.

7-304-3 Town has Maximum Regulatory Authority

The Town shall have the maximum plenary authority to regulate Cable Systems, Grantees, and Franchises as may now or hereafter be lawfully permissible; except where rights are expressly waived by a Franchise Agreement, they are reserved, whether expressly enumerated or not.

7-305 Interpretation of Franchise Terms**7-305-1 Provision to Town's Benefit Controlling**

In the event of a conflict between this Ordinance as effective on the effective date of a Franchise Agreement and that Franchise Agreement, the terms of this Ordinance as effective on the effective date of that Franchise Agreement shall control, except as otherwise provided in a Franchise Agreement.

7-305-2 Liberal Construction

To the extent permitted by law, the provisions of this Ordinance and a Franchise Agreement will be liberally construed in favor of the Town in order to effectuate their purposes and objectives and to promote the public interest, except as otherwise provided in a Franchise Agreement.

7-305-3 Governing Law

Except as to matters that are governed solely by federal law or regulation, a Franchise Agreement will be governed by and construed in accordance with the laws of the State of Maine.

7-306 Operation of a Cable System Without a Franchise

Any Person who occupies Public Rights-of-Way for the purpose of operating or constructing a Cable System and who does not hold a valid Franchise from the Town shall be subject to all provisions of this Ordinance, including but not limited to its provisions regarding construction and technical standards and Franchise fees. In its discretion, the Town at any time may require such Person to enter into a Franchise Agreement within thirty (30) days of receipt of a written notice by the Town that a Franchise Agreement is required; require such Person to remove its property and restore the area to a condition satisfactory to the Town within such time period; remove the property itself and restore the area to a satisfactory condition and charge the Person the costs therefor; and/or take any other action it is entitled to take under applicable law, including filing for and seeking damages under trespass. In no event shall a Franchise be created unless it is issued by action of the Town and subject to a Franchise Agreement.

7-307 Right of Condemnation Reserved

Nothing in this Ordinance or any Franchise Agreement shall limit any right the Town may have to acquire by eminent domain or otherwise any property of Grantee.

7-308 Acts at Grantee's Expense

Any act that a Grantee is or may be required to perform under this Ordinance, a Franchise Agreement, or applicable law shall be performed at the Grantee's expense, unless expressly provided to the contrary in this Ordinance, the Franchise Agreement, or applicable law.

SEC. 7-400 APPLICATIONS FOR GRANT, RENEWAL, OR MODIFICATION OF FRANCHISES**7-401 Written Application****7-401-1 Application Requirement**

A written application shall be filed with the Town for (1) grant of an initial Franchise; (2) renewal of a Franchise under 47 U.S.C. Section 546 (a)-(g); or (3) modification of a Franchise Agreement pursuant to this Ordinance or a Franchise Agreement. An applicant shall demonstrate in its application, compliance with all requirements of this Ordinance, any existing Franchise Agreement held by the applicant and all applicable laws.

7-401-2 Acceptability for Filing

To be acceptable for filing, a signed original of the application shall be submitted together with twelve (12) copies. The Town Manager may, in combination with neighboring communities, establish a joint application procedure, provided that any such procedure conforms with the standards of this Ordinance. The application must be accompanied by the required application filing fee as set forth in Article 7-406, conform to any applicable request for proposals, and contain all required information. All applications shall include the names and addresses of Persons authorized to act on behalf of the applicant with respect to the application.

7-401-3 Applications Available for Public Inspection

All applications accepted for filing shall be made available by the Town for public inspection in the office of the Town Clerk during normal business hours.

7-401-4 Town May Waive

The Town Council may waive any of the provisions of this Section 7-400 by resolution, where application of the rule would cause manifest injustice, except for those provisions required by state or federal law. Any waiver granted shall explain the basis for the waiver and shall not unduly discriminate against any applicant.

7-402 Application for Grant of a Franchise, Other Than a Cable Act Renewal Franchise**7-402-1 Application**

A Person may apply for an initial Franchise by submitting an application containing the information required in Section 7-404 and requesting an evaluation of that application pursuant to Section 7-402-2. Prior to evaluating that application, the Town shall conduct such reasonable investigations as are necessary to determine whether the application satisfies the standards set forth in Section 7-402-2 and may seek additional applications.

7-402-2 Factors in Evaluating Application for Franchise or Renewal of Existing Franchise

In evaluating an application for a Franchise, the Town shall consider, among other things, the following factors:

- a. The extent to which the applicant has substantially complied with the applicable law and the material terms of any existing cable Franchise for the Town.
- b. Whether the quality of the applicant's service under an existing Franchise in the Town, including signal quality, response to customer complaints, billing practices, and the like, has been reasonable in light of the needs and interests of the communities served.
- c. Whether the applicant has the financial, technical, and legal qualifications to provide Cable Service.
- d. Whether the application satisfies any minimum requirements established by the Town and is otherwise reasonable to meet the future cable-related needs and interests of the community, taking into account the cost of meeting such needs and interests.
- e. Whether, to the extent not considered as part of Section 7-402-2 e, the applicant will provide adequate Public, Educational, and Governmental Access Channel capacity, facilities, or financial support, consistent with community needs and interests.
- f. Whether issuance of a Franchise is warranted in the public interest considering the immediate and future effect on the Public Rights-of-Way and private property that would be used by the Cable System, including the extent to which installation or maintenance as planned would require replacement of property or involve disruption of property, public services, or use of the Public Rights-of-Way; the effect of granting a Franchise on the ability of the applicant and its proposed facilities to meet the cable-related needs and interests of the community.
- g. Whether the applicant or an Affiliate of the applicant owns or controls any other Cable System in the Town, or whether grant of the application may eliminate or reduce competition in the delivery of Cable Service in the Town.

7-402-3 Town Determination

If the Town finds that it is in the public interest to issue a Franchise after considering the factors set forth above, and subject to the applicant's entry into an appropriate Franchise Agreement, it shall issue a Franchise. If the Town denies a Franchise, it will issue within thirty (30) days a written decision explaining why the Franchise was denied. Prior to deciding whether or not to issue a Franchise, the Town may hold one or more public hearings or implement other procedures under which comments from the public on an applicant may be received. The Town also may grant or deny a request for a Franchise based on its review of an application without further proceedings and may reject any application that is incomplete. This Ordinance is not intended and shall not be interpreted to grant any applicant or existing

Grantee standing to challenge the issuance of a Franchise to another, except as provided by applicable State or Federal laws or regulations.

7-402-4 Joint Review

The Town may elect to delegate review of an application to a consortium of local governments or a formally constituted interlocal body of which the Town is a member. Any such entity shall review the application in accordance with the standards of Section 7-402-2 and make a recommendation to the Town. In such a case, the Town Council shall review the recommendation of the designated body and approve or reject it in accordance with the terms of Section 7-402-3.

7-403 Application for Grant of a Cable Act Renewal Franchise

Applications for renewal under the Cable Act shall be received and reviewed in a manner consistent with Section 626 of the Cable Act, 47 U.S.C. Section 546. If neither a Grantee nor the Town activates in a timely manner or can activate the renewal process set forth in 47 U.S.C. Section 546 (a)-(g) (including, for example, if the provisions are repealed), and except as to applications submitted pursuant to 47 U.S.C. Section 546 (h), the provisions of Section 7-402 shall apply and a renewal request shall be treated the same as any other request for a Franchise. The following requirements shall apply to renewal requests properly submitted pursuant to the Cable Act:

7-403-1 Issuance of RFP

If the provisions of 47 U.S.C. Section 546 (a)-(g) are properly invoked, the Town may issue an RFP after conducting a proceeding to review the applicant's past performance and to identify future cable-related community needs and interests. The Town Council, or the Town Council's designee, shall establish deadlines and procedures for responding to the RFP, may seek additional information from the applicant, and shall establish deadlines for the submission of that additional information. Following receipt of the application responding to that RFP (and such additional information as may be provided in response to requests), the Town will determine that the Franchise should be renewed, or make a preliminary assessment that the Franchise should not be renewed. That determination shall be in accordance with the time limits established by the Cable Act. The preliminary determination shall be made by Order. If the Town determines that the Franchise should not be renewed, and the applicant that submitted the renewal application notifies the Town, either in its RFP response or within ten (10) working days of the preliminary assessment, that it wishes to pursue any rights to an administrative proceeding it has under the Cable Act, then the Town shall commence an administrative proceeding after providing prompt public notice thereof, in accordance with the Cable Act. If the Town decides preliminarily to grant renewal, it shall prepare a final Franchise Agreement that incorporates, as appropriate, the commitments made by the applicant in the renewal application. If the applicant accepts the Franchise Agreement,

and the final agreement is ratified by the Town, the Franchise shall be renewed. If the Franchise Agreement is not so accepted and ratified within the time limits established by 47 U.S.C. Section 546 (c) (1), renewal shall be deemed preliminarily denied, and an administrative proceeding commenced if the applicant that submitted the renewal application requests it within ten (10) days of the expiration of the time limit established by 47 U.S.C. Section 546 (c) (1).

7-403-2 Administrative Hearing

If an administrative hearing is commenced pursuant to 47 U.S.C. Section 546 (c), the applicant's renewal application shall be evaluated considering such matters as may be considered consistent with federal law. The following procedures shall apply:

- a. The Town Council shall, by order, appoint an administrative hearing officer or officers (referred to hereafter as "hearing officer"). The Town Council may appoint itself as hearing officer.
- b. The hearing officer shall establish a schedule for proceeding which allows for documentary discovery and interrogatory responses, production of evidence, and cross-examination of witnesses. Depositions shall not be permitted unless the party requesting the deposition shows that documentary discovery and interrogatory responses will not provide it an adequate opportunity to require the production of evidence necessary to present its case. The hearing officer shall have the authority to require the production of evidence as the interests of justice may require, including to require the production of evidence by the applicant that submitted the renewal application and any entity that owns or controls or is owned or controlled by such applicant directly or indirectly. The hearing officer may issue protective orders to the extent permitted under applicable State law. Any order may be enforced by a court of competent jurisdiction or by imposing appropriate sanctions in the administrative hearing.
- c. The hearing officer may conduct a pre-hearing conference and establish appropriate pre-hearing procedures. Intervention by non-parties is not authorized except to the extent permitted by the Cable Act.
- d. The hearing officer may require the Town and the applicant to submit prepared testimony prior to the hearing. Unless the parties agree otherwise, the applicant shall present evidence first, and the Town shall present evidence second.
- e. Any reports or the transcript or summary of any proceedings conducted pursuant to 47 U.S.C. Section 546 (a) shall for purposes of the administrative hearing be regarded no differently than any other evidence. The Town and the applicant must be afforded full procedural protection regarding evidence related to these proceedings, including the right to refute any evidence introduced in those proceedings or sought to be introduced by the other party. Both shall have the opportunity to submit additional evidence related to issues raised in the proceeding conducted pursuant to 47 U.S.C. Section 546 (a).

- f. Following completion of any hearing, the hearing officer shall require the parties to submit proposed findings of fact with respect to the matters that the Town is entitled to consider in determining whether renewal should be granted. Based on the record of the hearing, the hearing officer shall then prepare written findings with respect to those matters, and submit those findings to the Town Council and to the parties (unless the hearing officer is the Town Council, in which case the written findings shall constitute the final decision of the Town), if permitted by applicable laws or rules.
- g. If the hearing officer is not the Town Council, the parties shall have thirty (30) days from the date the findings are submitted to the Town Council to file exceptions to those findings. The Town Council shall thereafter issue a written decision granting or denying the application for renewal, consistent with the requirements of the Cable Act and based on the record of such proceeding. A copy of that decision of the Town Council shall be provided to the applicant.
- h. The proceeding shall be conducted with due speed.
- i. In conducting the proceedings, and except as inconsistent with the foregoing, the hearing officer will follow the Maine Administrative Procedures Act or the successor statutes thereto unless otherwise governed by Federal law or regulations. The hearing officer may request that the Town Council adopt additional procedures and requirements as necessary in the interest of justice.

7-403-3 Informal Renewal Applications

This Article does not prohibit any Grantee from submitting an informal renewal application pursuant to 47 U.S.C. Section 546 (h), which application may be granted or denied in accordance with the provisions of 47 U.S.C. Section 546 (h).

7-403-4 Consistency with Cable Act

The provisions of this Ordinance shall be read and applied so that they are consistent with Section 626 of the Cable Act, 47 U.S.C. Section 546.

7-404 Contents of Applications

If issued by the Town, an RFP for the grant of a renewal Franchise under 47 U.S.C. Section 546 (c) shall require, and any application for an initial or renewal franchise (other than an application submitted pursuant to 47 U.S.C. Section 546 (h)) shall contain, at a minimum, the following information:

7-404-1 Identification of Applicant and Its Ownership and Control

Name and address of the applicant and identification of the ownership and control of the applicant, including: the names and addresses of the ten (10) largest holders of an ownership interest in the applicant and controlling Affiliates of the applicant, and all Persons with five percent (5%) or more

ownership interest in the applicant and its Affiliates; the Persons who control the applicant and its Affiliates; all officers and directors of the applicant and its Affiliates; and any other business affiliation and Cable System ownership interest of each named Person.

7-404-2 Statement of Applicant's Technical Ability

A demonstration of the applicant's technical ability to construct and/or operate the proposed Cable System, including identification of key personnel.

7-404-3 Statement of Applicant's Legal qualifications

A demonstration of the applicant's legal qualifications to construct and/or operate the proposed Cable System, including but not limited to a demonstration that the applicant meets the following criteria:

- a. The applicant must not have submitted an application for an initial or renewal Franchise to the Town, which was denied on the ground that the applicant failed to propose a System meeting the cable-related needs and interests of the community, or as to which any challenges to such licensing decision were finally resolved adversely to the applicant, within one (1) year preceding the submission of the application.
- b. The applicant must not have had any cable television Franchise validly revoked by any licensing authority within three (3) years preceding the submission of the application.
- c. The applicant must have the necessary authority under Maine law to operate a Cable System within Maine.
- d. The applicant shall not be issued a Franchise if it may not hold the Franchise as a matter of federal law. An applicant must have, or show that it is qualified to obtain any necessary federal approvals or waivers required to operate the System proposed.
- e. The applicant shall not be issued a Franchise if, at any time during the ten (10) years preceding the submission of the application, the applicant was convicted of any act or omission of such character that the applicant cannot be relied upon to deal truthfully with the Town and the Subscribers of the Cable System, or to substantially comply with its lawful obligations under applicable law, including obligations under consumer protection laws and laws prohibiting anti-competitive acts, fraud, racketeering, or other similar conduct.
- f. The applicant shall not be issued a Franchise if it files materially misleading information in its application or intentionally withholds information that the applicant lawfully is required to provide.
- g. The applicant shall not be issued a Franchise if an elected official of the Town holds a controlling interest in the applicant or is an Affiliate of the applicant.

Notwithstanding the foregoing, the Town shall provide an opportunity to an applicant to show that it would be inappropriate to deny it a Franchise under Section 7-404-3 b or e, by virtue of the particular circumstances surrounding the matter and the steps taken by the applicant to cure all harms flowing

therefrom and prevent their recurrence, the lack of involvement of the applicant's principals, or the remoteness of the matter from the operation of Cable Television Systems.

7-404-4 Statement of Applicant's Financial Qualifications

A statement prepared by a certified public accountant regarding the applicant's financial ability to complete the construction and operation of the Cable System proposed.

7-404-5 Description of Prior Experience

A description of the applicant's prior experience in Cable System ownership, construction, and operation, and identification of communities in which the applicant or any of its principals have, or have had, a cable Franchise or license or any interest therein, provided that, an applicant that holds a Franchise for the Town and is seeking renewal of that Franchise need only provide this information for other communities where its Franchise was scheduled to expire in the two (2) calendar years prior to and after its application was submitted.

7-404-6 Identification of Area To Be Served

Identification of the area of the Town to be served by the proposed Cable System, including a description of the proposed Franchise Area's boundaries. All Grantees shall be bound and required to serve the same areas within the Town.

7-404-7 Description of Physical Facilities

A detailed description of the physical facilities proposed, including channel capacity, technical design, performance characteristics, headend, and access facilities.

7-404-8 Description of Construction of Proposed System

Where applicable, a description of the construction of the proposed System, including an estimate of plant mileage and its location, the proposed construction schedule, a description, where appropriate, of how services will be converted from existing facilities to new facilities, and information on the availability of space in conduits including, where appropriate, an estimate of the cost of any necessary rearrangement of existing facilities.

7-404-9 Proposed Rate Structure

The proposed rate structure, including projected charges for each Service Tier, installation, converters, and other equipment or services.

7-404-10 Demonstration of How Future Community Needs and Interests Will Be Met

A demonstration of how the applicant will reasonably meet the future cable-related needs and interests of the community, including descriptions of how

the applicant will meet the needs described in any recent community needs assessment conducted by or for the Town, and how the applicant will provide adequate Public, Educational, and Governmental Access Channel capacity, facilities, or financial support to meet the community's needs and interests. The Town Manager may, in coordination with neighboring communities, establish procedures for conducting a joint needs assessment.

7-404-11 Pro Forma Financial Projections

Pro forma financial projections for the proposed Franchise term, including a statement of projected income, and a schedule of planned capital additions, with all significant assumptions explained in notes or supporting schedules.

7-404-12 Identification of Area of Overbuild

If the applicant proposes to provide Cable Service to an area already served by an existing cable Grantee, the identification of the area where the overbuild would occur, the potential Subscriber density in the area that would encompass the overbuild, the ability of the Public Rights-of-Way and other property that would be used by the applicant to accommodate an additional System, and assurances that any existing facilities will not be disturbed by the proposed overbuild, except as necessary for make ready work.

7-404-13 Other Information

Any other information as may be reasonably necessary to demonstrate compliance with the requirements of this Ordinance.

7-404-14 Information Requested by Town

Information that the Town may reasonably request of the applicant that is relevant to the Town's consideration of the application.

7-404-15 Certification of Accuracy

An affidavit or declaration of the applicant or authorized officer certifying the truth and accuracy of the information in the application, acknowledging the enforceability of application commitments, and certifying that the application meets all federal and state law requirements, in a format approved by the Town.

7-405 Application for Modification of a Franchise

An application for modification of a Franchise Agreement shall include, at a minimum, the following information:

- a. The specific modification requested;
- b. The justification for the requested modification, including the impact of the requested modification on Subscribers, and the financial impact on the applicant if the modification is approved or disapproved, demonstrated through, inter alia, submission of financial pro formas;
- c. A statement whether the modification is sought pursuant to Section 625 of the Cable Act, 47 U.S.C. Section 545, and if so, a demonstration that the

requested modification meets the standards set forth in 47 U.S.C. Section 545;

- d. Any other information that the applicant believes is necessary for the Town to make an informed determination on the application for modification; and
- e. An affidavit or declaration of the applicant or authorized officer certifying the truth and accuracy of the information in the application, and certifying that the application is consistent with all federal and state law requirements.

7-406 Filing Fees

To be acceptable for filing, an application submitted after the effective date of this Ordinance shall be accompanied by a filing fee in the following amount to cover costs incidental to the awarding or enforcement of the Franchise, as appropriate:

- a. For an initial Franchise: \$500
- b. For renewal of a Franchise: \$500
- c. For modification of a Franchise Agreement: \$500

The Town may also elect to share the costs of reviewing an application with other communities served by the system of which an existing or proposed cable system in the Town is a part. In that case, the filing fees shown above shall not apply, and shall be replaced with combined filing fees for all communities with whom the Town is sharing expenses. The combined filing fees shall be Seven Thousand Dollars (\$7,000.00) for an initial grant or a modification, and Seven Thousand Dollars (\$7,000.00) for a renewal.

Combined filing fees shall be prorated among the participating communities on the basis of the number of residents in each community as of the most recent U. S. Census, or allocated according to some other mutually agreeable method.

Application fees for franchise renewals may be increased as necessary to recover the Town's additional cost of conducting any hearings required under 47 U.S.C. Section 546 (a)-(g), if the Grantee has invoked that procedure in its renewal application.

7-407 Public Hearings

An applicant shall be notified in writing at least ten (10) calendar days in advance of any public hearings held in connection with the evaluation of its application and shall be given an opportunity to be heard. In addition, prior to the issuance of a Franchise, the Town shall provide for the holding of a public hearing within the proposed Franchise Area, following reasonable notice to the public, at which every applicant and its applications shall be examined and the public and all interested parties afforded a reasonable opportunity to be heard. Reasonable notice to the public shall include causing notice of the time and place of such hearing to be published in a newspaper of general circulation in the proposed Franchise Area once a week for two consecutive weeks. The first publication shall be not less than fourteen (14) days before the day of the hearing. Nothing herein shall be deemed to prevent or limit communities in which the applicant has requested grant or renewal of a franchise from holding joint public hearings in a

location reasonably accessible to residents of each community which is the subject thereof.

SEC. 7-500 INSURANCE AND INDEMNITY

7-501 Insurance Required

A grantee shall maintain, and by its acceptance of a Franchise specifically agrees that it will maintain, throughout the entire length of the Franchise period, such insurance as will protect the Town and elected officials, employees and agents from any claims that may arise directly or indirectly or result from its acceptance of the Franchise or its activities under the Franchise, whether such activities are performed by the Grantee, or by anyone for whose acts the Grantee may be liable, including, but not limited to, the following:

- a. Worker's compensation, including disability benefits and any other legally required employee benefits, meeting all statutory amounts;
- b. Property insurance, all risk, replacement cost basis, on all of the Grantee's assets;
- c. General liability insurance, in the following minimum amounts:

Bodily injury or death	\$1,000,000 per person
Primary insurance	\$1,000,000 per occurrence
Umbrella insurance	\$5,000,000
Property damage	\$1,000,000.

The Town may review these amounts no more than once a year and may require reasonable adjustments to them consistent with the public interest. The Franchise Agreement may specify the procedures to be followed in the event that the Grantee objects to an increase in a policy limit and the parties are unable to agree on a mutually acceptable amount.

7-502 Qualifications of Sureties

All insurance policies shall be with sureties qualified to do business in the State of Maine with an A or better rating of insurance by Best's Key Rating guide, Property/Casualty Edition, and in a form acceptable to the Town.

7-503 Evidence of Insurance

A Grantee shall keep on file with the Town current certificates of insurance. A Grantee shall provide the Town with copies of all insurance policies in effect during the franchise period upon the written request of the Town.

7-504 Additional Insureds; Prior Notice of Policy Cancellation

All general liability insurance policies shall name the Town, elected officials, officers, boards, commissions, commissioners, agents, and employees as additional insureds and shall further provide that any cancellation or reduction in

coverage shall not be effective unless thirty (30) days' prior written notice thereof has been given to the Town. A Grantee shall not cancel any required insurance policy without submission of proof that the Grantee has obtained alternative insurance satisfactory to the Town which complies with this Ordinance.

7-505 Indemnification

7-505-1 Indemnification for Damages and Equitable Relief

A Grantee shall, at its sole cost and expense, indemnify, hold harmless, and defend the Town, its inhabitants, elected officials, officers, boards, commissions, commissioners, agents, and employees, against any and all claims, suits, causes of action, proceedings, and judgments for damages or equitable relief arising out of the construction, maintenance, or operation of its Cable System; copyright infringements or a failure by the Grantee to secure consents from the owners, authorized distributors, or Grantees of programs to be delivered by the Cable System; the conduct of the Grantee's business in the Town; or in any way arising out of the Grantee's enjoyment or exercise of a Franchise granted hereunder, regardless of whether the act or omission complained of is authorized, allowed, or prohibited by this Ordinance or a Franchise Agreement.

7-505-2 Indemnification for Cable Act Claims

A Grantee shall, at its sole cost and expense, fully indemnify, defend, and hold harmless the Town, and in its capacity as such, the officers, agents, and employees thereof, from and against any and all claims, suits, actions, liability, and judgments for damages or otherwise subject to Section 638 of the Cable Act, 47 U.S.C. Section 558, arising out of or alleged to arise out of the installation, construction, operation, or maintenance of its System, including but not limited to any claim against the Grantee for invasion of the right of privacy, defamation of any Person, firm or corporation, or the violation or infringement of any copyright, trade mark, trade name, service mark, or patent, or of any other right of any Person, firm or corporation. This indemnity does not apply to programming carried on any channel set aside for public, educational, or government use, or channels leased pursuant to 47 U.S.C. Section 532, unless the Grantee was in any respect engaged in determining the editorial content of the program, or adopts a policy of prescreening programming for the purported purpose of banning indecent or obscene programming.

7-505-3 Attorneys' Fees

The indemnity provision includes, but is not limited to, the Town's reasonable attorneys' fees incurred in defending against any such claim, suit, action or proceeding.

7-506 No Limit of Liability

Neither the provisions of this Article nor any damages recovered by the Town shall be construed to limit the liability of a Grantee for damages under any Franchise issued hereunder.

7-507 No Recourse

Without limiting such immunities as it may have under applicable law, the Town shall not be liable to the Grantee for any damages or loss that the Grantee may suffer as the result of the Town's exercise of its lawful authority pursuant to this Ordinance, a Franchise Agreement, or other applicable law.

SEC. 7-600 PERFORMANCE BOND**7-601 Requirement of Bond**

Prior to any construction, rebuild or upgrade of the Cable System requiring work in the Public Rights-of-Way other than installation of aerial facilities and utility poles, a Grantee shall establish in the Town's favor an irrevocable performance bond in an amount specified in the Franchise Agreement or otherwise determined as reasonable by municipal officers as necessary to ensure the Grantee's faithful performance of the construction, upgrade, or other work. The amount of such performance bond shall not exceed the lesser of ten percent (10%) of the total cost of the work being done in the Public Right-of-Way other than installation of aerial facilities and utility poles, or Fifty Thousand Dollars (\$50,000.00).

7-602 Recovery under Performance Bond

In the event that a Grantee subject to such a performance bond fails to complete the Cable System construction, upgrade, or other work in the Public Rights-of-Way in a safe, timely (subject to the force majeure provision of Section 7-1702), and competent manner in accordance with the provisions of a Franchise Agreement, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the Town as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Grantee, or the cost of completing or repairing the System construction, upgrade, or other work in the Public Rights-of-Way, plus a reasonable allowance for attorney's fees, up to the full amount of the bond. The Town may also recover against the bond any amount recoverable against the security fund required under Article Section 7-700 of this Ordinance, where such amount exceeds that available under the security fund.

7-603 Elimination or Reduction of Bond

Any performance bond shall remain in place for one full year after completion to the satisfaction of the Town of the work in the Public Right-of-Way.

7-604 New Bond for New Project

The Town may subsequently require a new bond, for any subsequent construction, or other work in the Public Rights-of-Way other than installation of aerial facilities and utility poles, whose cost exceeds an amount specified in a Franchise Agreement. In the event a Grantee fails to complete the work secured by such a new performance bond in a safe, timely and competent manner, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the Town as a result, including the full amount of any compensation, indemnification, or cost of removal or abandonment of any property of the Grantee, or the cost of completing or repairing the System construction, upgrade, or other work in the Public Rights-of-Way, plus a reasonable allowance for attorneys' fees, up to the full amount of the bond. The Town may also recover against the bond any amount recoverable against the security fund required under Section 7-700 of this Ordinance, where such amount exceeds that available under the security fund. In any event, the total amount of the bond shall not exceed the lesser ten percent (10%) of the cost of the work being done in the Public Right-of-Way, or Fifty Thousand Dollars (\$50,000.00).

7-605 Issuance of Bond; Notice of Cancellation Required

Any performance bond shall be issued by a surety qualified to do business in the State of Maine, and having an A-1 or better rating of insurance in Best's Key Rating Guide, Property/Casualty Edition; shall be subject to the approval of the Town and shall contain the following endorsement:

"This bond may not be canceled, or allowed to lapse, until sixty (60) days after notice to the Town by certified mail, return receipt requested, of a written notice from the issuer of the bond of intent to cancel or not to renew."

7-606 Forfeiture

The total amount of any outstanding bond shall be forfeited in favor of the Town in the event that:

- a. The Grantee abandons the Cable System or any part thereof at any time during the term of the Franchise; or
- b. The Grantee fails to purchase and maintain insurance as required by Section 7-500 hereof; or
- c. The Franchise is revoked as provided in Section 7-802 hereof.

SEC. 7-700 SECURITY FUND**7-701 Establishment of Security Fund**

- a. A Franchise Agreement may provide that, prior to the Franchise's becoming effective, the Grantee shall post with the Town a cash security deposit to be used as a security fund to ensure the Grantee's faithful performance of and compliance with all provisions of this Ordinance, the Franchise Agreement, and other applicable laws, and compliance with all orders, permits, and

- directions of the Town or any agency thereof having jurisdiction over the Grantee's acts or defaults under the Franchise, and the payment by the Grantee of any claims, liens, fees, or taxes due the Town which arise by reason of the construction, operation, or maintenance of the System. The amount of any security fund shall be specified in a Franchise Agreement.
- b. In lieu of a cash security fund, a Grantee may agree to file and maintain with the Town an irrevocable letter of credit with a bank having an office in the State of Maine in the amount specified in the preceding paragraph to serve the same purposes as set forth therein. Said letter of credit shall remain in effect for the full term of the Franchise plus an additional six (6) months thereafter. The Grantee and its surety shall be jointly and severally liable under the terms of the letter of credit for the Grantee's failure to ensure its faithful performance of and compliance with all provisions of this Ordinance, the Franchise Agreement, and other applicable law, and compliance with all orders, permits, and directions of the Town, and the payment by the Grantee of any claims, liens, fees, or taxes due the Town which arise by reason of the construction, operation, or maintenance of the System. The letter of credit shall provide for thirty (30) days' prior written notice to the Town of any intention on the part of the Grantee to cancel, fail to renew, or otherwise materially alter its terms. Neither the filing of a letter of credit with the Town, nor the receipt of any damages recovered by the Town thereunder, shall be construed to excuse faithful performance by the Grantee or limit the liability of the Grantee under the terms of its Franchise for damages, either to the full amount of the letter of credit or otherwise.

7-702 Use of Fund

If a Grantee fails to make timely payment to the Town of any amount due as a result of Franchise requirements, fails to make timely payment to the Town of any amounts due under a Franchise Agreement or applicable law, fails to make timely payment to the Town of any taxes lawfully due, or fails to compensate the Town for any damages, costs, or expenses the Town suffers or incurs by reason of any act or omission of the Grantee in connection with its Franchise Agreement, the Town may withdraw the amount thereof from the security fund. To invoke the provisions of this Article, the Town shall give the Grantee written notice of the default in the Grantee's performance. If within thirty (30) calendar days following such written notice from the Town to the Grantee, the Grantee has not remedied the default to the satisfaction of the Town, the Town may proceed to withdraw the amount in question from the security fund, provided that, if by its nature the default cannot be remedied within thirty (30) days and the Grantee has demonstrated to the satisfaction of the Town that it is making a continuing good faith effort to remedy the default, the Town shall not draw on the security fund.

7-703 Notification

Within ten (10) business days of a withdrawal from the security fund, the Town shall mail, by certified mail, return receipt requested, written notification of the amount, date, and purpose of such withdrawal to the Grantee.

7-704 Inadequate Fund Balance

If at the time of a withdrawal from the security fund by the Town, the amount of the fund is insufficient to provide the total payment towards which the withdrawal is directed, the balance of such payment shall continue as the obligation of the Grantee to the Town until it is paid.

7-705 Replenishment

No later than thirty (30) days after mailing of notification to the Grantee by certified mail, return receipt requested, of a withdrawal under the security fund, the Grantee shall deliver to the Town for deposit in the security fund an amount equal to the amount so withdrawn. Failure to make timely delivery of such amount to the Town shall constitute a material violation of the Franchise.

7-706 Disposition

Upon termination of the Franchise under conditions other than those stipulating forfeiture of the security fund, the balance then remaining in the security fund shall be withdrawn by the Town and paid to the Grantee within ninety (90) days of such termination, provided that there is then no outstanding material default on the part of the Grantee.

7-707 Grantor Rights

The rights reserved to the Town with respect to Sections 7-500, 7-600, and 7-700 hereof are in addition to all other rights of the Town, whether reserved by this Ordinance or authorized by other law or a Franchise Agreement, and no action, proceeding, or exercise of a right with respect to such sections shall affect any other right the Town may have.

SEC. 7-800 REMEDIES

7-801 Available Remedies

In addition to any other remedies available at law or equity, the Town may pursue the following remedies in the event a Grantee or any other person violates this Ordinance, its Franchise Agreement, or applicable state or federal law:

- a. Seek a determination from a court of competent jurisdiction that a provision of this Ordinance has been violated. If such a violation is found to exist by the Court the minimum fine imposed shall be Fifty Dollars (\$50.00) and the maximum fine imposed per violation shall be Two Hundred Fifty Dollars (\$250.00). Each day the violation is found to exist shall constitute a separate violation for which the above-indicated fine may be assessed. Any violation found to exist on the day of trial may be found, at a minimum, to have existed from the filing date of the complaint until the day of trial and the fine assessed

accordingly, unless Grantee affirmatively proves that said violation did not exist during any part of or all of the aforementioned time period. If the Grantee is found by the Court to have been adjudicated in violation of any provision of this Ordinance on more than one occasion within two years, whether or not a violation of the same provision of this Ordinance, the minimum fine per violation shall be One Hundred Dollars (\$100.00) and the maximum fine per violation shall be Five Hundred Dollars (\$500.00).

- b. Seek legal or equitable relief from any court of competent jurisdiction.
- c. Apply any remedy provided for in a Franchise Agreement, including enforcing provisions, if any.

7-802 Revocation or Termination

7-802-1 Town Right to Revoke Franchise

The Town shall have the right to revoke the Franchise for a Grantee's substantial failure to construct or operate the Cable System as required by this Ordinance or a Franchise Agreement, for defrauding or attempting to defraud the Town or Subscribers, if the Grantee is declared bankrupt, or for any other material violation of this Ordinance or material breach of a Franchise Agreement. To invoke the provisions of this Article, the Town shall give the Grantee written notice of the default in its performance. If within thirty (30) calendar days following such written notice from the Town to the Grantee, the Grantee has not taken corrective action or corrective action is not being actively and expeditiously pursued to the satisfaction of the Town, the Town may give written notice to the Grantee of its intent to revoke the Franchise, stating its reasons; provided that no opportunity to cure shall be provided where the Grantee has defrauded or attempted to defraud the Town or its Subscribers, or in the event the Grantee is declared bankrupt. In the case of a fraud or attempted fraud, the Franchise may be revoked after the hearing required under Section 7-802-2; revocation for bankruptcy shall be governed by Section 7-802-3.

7-802-2 Public Hearing

Prior to revoking a Franchise, the Town shall hold a public hearing, on thirty (30) calendar days' written notice, at which time the Grantee and the public shall be given an opportunity to be heard. Following the public hearing, the Town may determine to revoke the Franchise based on the information presented at the hearing, and other information of record. If the Town determines to revoke a Franchise, it shall issue a written decision setting forth the reasons for its decision. A copy of such decision shall be transmitted to the Grantee.

7-802-3 Revocation After Assignment for Benefit of Creditors or Appointment of Receiver or Trustee

To the extent provided by law, any Franchise may, at the option of the Town following a public hearing, be revoked one hundred twenty (120) calendar days after an assignment for the benefit of creditors or the appointment of a

receiver or trustee to take over the business of the Grantee, whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding, unless within that one hundred twenty (120) day period:

- a. Such assignment, receivership, or trusteeship has been vacated; or
- b. Such assignee, receiver, or trustee has fully complied with the material terms and conditions of this Ordinance and a Franchise Agreement and has executed an agreement, approved by a court of competent jurisdiction, assuming and agreeing to be bound by the terms and conditions of this Ordinance and a Franchise Agreement, and such other conditions as may be established or as are required under Article Section 7-1300 of this Ordinance.
- c. In the event of foreclosure or other judicial sale of any of the facilities, equipment, or property of a Grantee, the Town may revoke the Franchise, following a public hearing before the Town, by serving notice on the Grantee and the successful bidder at the sale, in which event the Franchise and all rights and privileges of the Franchise will be revoked and will terminate thirty (30) calendar days after serving such notice, unless the Town has approved the Transfer of the Franchise to the successful bidder, and the successful bidder has covenanted and agreed with the Town to assume and be bound by the terms and conditions of the Franchise Agreement and this Ordinance, and such other conditions as may be established or as are required pursuant to Section 7-900 of this Ordinance.

7-802-4 Procedures on Revocation, Abandonment, and Termination

If the Town revokes a Franchise, or if for any other reason a Grantee abandons, terminates, or fails to operate or maintain service to its Subscribers, the following procedures and rights are effective:

- a. The Town may require the former Grantee to remove its facilities and equipment located in the Public Rights-of-Way and on public premises at the former Grantee's expense. If the former Grantee fails to do so within a reasonable period of time, the Town may have the removal done at the former Grantee's and/or surety's expense. The foregoing provisions shall not apply if, within three (3) months after expiration, termination or revocation of the Franchise, the Grantee obtains certification from the FCC to operate an open video system or any other federal or state certification to provide telecommunications services.
- b. In the event of revocation, the Town, by written order, may acquire ownership of the Cable System at not less than fair market value, determined on the basis of the cable system valued as a going concern, but with no value allocated to the franchise itself, as specified at 47 U.S.C. Subsection 547 (a) (1).
- c. If a Cable System is abandoned by a Grantee or the Franchise otherwise terminates, the ownership of all portions of the Cable System in the Public Rights-of-Way shall revert to the Town and the Town may sell, assign, or Transfer all or part of the assets of the System. If a Grantee abandons a

portion of its System, the ownership of the abandoned portions of the Cable System in the Public Rights-of-Way shall revert to the Town and the Town may sell, assign or transfer the abandoned facilities. A Cable System or a portion thereof shall be deemed "abandoned" if a Grantee (1) gives the Town written notice of its decision to abandon the System or the portion in question; or (2) fails to provide Cable Service to Subscribers served by the System or the relevant portion thereof on a continuous basis for a period of thirty (30) consecutive calendar days or more.

7-802-5 Forfeiture for Failure to Comply With Franchise Obligation

Notwithstanding any other provision of this Ordinance other than the force majeure clause of Subsection 7-1702, where the Town has issued a Franchise specifically conditioned in the Franchise Agreement on the completion of construction, System upgrade, or other specific obligation by a specified date, failure of the Grantee to complete such construction or upgrade, or to comply with such other specific obligations as required, will result in the automatic forfeiture of the Franchise without further action by the Town where it is so provided in the Franchise Agreement, unless the Town, at its discretion and for good cause demonstrated by the Grantee, grants an extension of time.

7-803 Obligation of Compliance

The Town's exercise of one remedy or a Grantee's payment of liquidated damages or penalties shall not relieve a Grantee of its obligations to comply with its Franchise. In addition, the Town may exercise any rights it has at law or equity.

7-804 Relation to Insurance and Indemnity Requirements

Recovery by the Town of any amounts under insurance, the performance bond, the security fund or letter of credit, or otherwise does not limit a Grantee's duty to indemnify the Town in any way; nor shall such recovery relieve a Grantee of its obligations under a Franchise, limit the amounts owed to the Town, or in any respect prevent the Town from exercising any other right or remedy it may have; provided that this section shall not be interpreted as permitting the Town to recover twice for the same damage. In addition, any civil fine imposed pursuant to Subsection 7-801 (a) or other applicable law shall not be treated as a recovery for purposes of this section.

SEC. 7-900 TRANSFERS

7-901 Town Approval Required

No transfer shall occur without prior approval of the Town, provided, however, that no such approval shall be required for Transfers resulting from the transfer of ownership interests between existing holders of ownership interests in a Grantee,

where such holders were also holders of ownership interests in the Grantee at the time of the original grant of the Franchise to the Grantee.

7-902 Application

An application for a Transfer shall provide complete information on the proposed transaction, including details on the legal, financial, technical, and other qualifications of the transferee, and on the potential impact of the Transfer on Subscriber rates and service. At a minimum, the information required under federal law and in Sections 7-404 1-4, 7-404 9-11, 7-404 13, and 7-404 15 of this Ordinance shall be provided with respect to the proposed transferee.

7-903 Determination by Town

In making a determination as to whether to grant, deny, or grant subject to conditions an application for a Transfer of a Franchise, the Town shall not unreasonably withhold its consent, but shall first consider (1) the legal, financial, and technical qualifications of the transferee to operate the System; (2) whether the incumbent cable operator is in compliance with its Franchise Agreement and this Ordinance and, if not, the proposed transferee's commitment to cure such noncompliance; (3) whether the transferee owns or controls any other Cable System in the Town, or whether operation by the transferee may eliminate or reduce competition in the delivery of Cable Service in the Town; and (4) whether operation by the transferee or approval of the Transfer would adversely affect Subscribers, the Town's interest under this Ordinance, the Franchise Agreement or other applicable law, or make it less likely that the future cable-related needs and interests of the community would be satisfied at a reasonable cost. The Town reserves the right to review the purchase price of any Transfer or assignment of a Cable System. To the extent permitted by applicable law, any negotiated sale value which the Town deems unreasonable will not be considered in the rate base for any subsequent request for rate increases.

7-904 Transferee's Agreement

No application for a Transfer of a Franchise shall be granted unless the transferee agrees in writing that it will abide by and accept all terms of this Ordinance and the Franchise Agreement, and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known, and unknown, of the previous Grantee under this Ordinance and the Franchise Agreement for all purposes, including renewal, unless the Town, in its sole discretion, expressly waives this requirement in whole or in part.

7-905 Approval Does Not Constitute Waiver

Approval by the Town of a Transfer of a Franchise shall not constitute a waiver or release of any of the rights of the Town under this Ordinance or a Franchise Agreement, whether arising before or after the date of the Transfer.

7-906 Processing Fee

As a condition of considering a Transfer, the Town may impose a fee on the transferee to cover its estimated out-of-pocket expenses in considering the

application for Transfer of a Franchise. Any amount collected in excess of the estimated amount shall be returned to the transferee.

SEC. 7-1000 FRANCHISE FEE

7-1001 Finding

The Town finds that the Public Rights-of-Way of the Town, county, and state to be used by a Grantee for the operation of a Cable System are valuable public property acquired and maintained by the county, state, and Town at great expense to the taxpayers. The Town further finds that the grant of a Franchise to use Public Rights-of-Way is a valuable property right without which a Grantee would be required to invest substantial capital.

7-1002 Payment to Town

As a compensation for use of the Public Rights-of-Way and in light of the scope of any Franchise, in addition to providing channels, facilities and other support for public, educational and governmental use of the Cable System, a Grantee shall pay the Town a Franchise fee. The amount of the fee shall be specified in a Franchise Agreement. The franchise fee shall be paid annually, provided that provisions for more frequent payments may be specified in a Franchise Agreement. At least once a year the Grantee shall provide the Town a report setting forth the total of Gross Revenues for the year or other period in question and identifying the amount of revenues attributable to each category of Gross Revenues received by the Grantee, including non-Subscriber Gross Revenues, and the number of Subscribers receiving each category of Cable Service offered by the Grantee.

7-1002-1 Town Right to Request Audit

The Town shall have the right to retain an independent auditor to: (1) audit the records of a Grantee to verify the computation of amounts payable under this Ordinance or a Franchise Agreement; and (2) recompute any amounts determined to be payable under this Ordinance or a Franchise Agreement, whether the records are held by the Grantee, an Affiliate, or any other entity that collects or receives funds related to the Grantee's operation in the Town, including, by way of illustration and not limitation, any entity that sells advertising on the Grantee's behalf. The Grantee shall be responsible for all reasonable costs associated with any such audit, including the auditor's fees, as a cost incidental to the enforcement of the Franchise, and shall have no control over the identity or selection of the auditor. The Town shall have sole discretion in selecting the auditor and shall not be responsible for any costs associated with the audit. The Town shall have the right to review the auditor's report and methodology, including the right to obtain an explanation of all of the auditor's assumptions and calculations, and the right to challenge and request changes to any such assumptions and calculations. The Town shall not, however, be permitted to obtain copies of documents received by the auditor, with the exception of documents voluntarily provided by the Grantee to the Town, or subject to copying by the Town pursuant to Section

7-1501. The Grantee shall be responsible for providing all such records to the auditor, without regard to by whom they are held. The records shall be maintained for at least three (3) years. Any additional amounts due to the Town as a result of an audit shall be paid within thirty (30) days following written notice to the Grantee by the Town of the underpayment, which notice shall include a copy of the audit report. The Town may exercise its audit right no more frequently than once per year, and only upon written notice to the Grantee.

7-1002-2 Maintenance of Records

A Grantee shall maintain its fiscal and financial records and have all relevant fiscal and financial records maintained by others on its behalf in such a manner as to enable the Town (1) to determine the cost of assets of the Grantee which are used in providing services within the Town for purposes of assessing any personal property or other taxes and for purposes of verifying any filings that may be made in connection with any cost of service proceedings, and (2) to determine Gross Revenues. For purposes of assessing state and local taxes, the cost of assets shall be determined in accordance with any applicable provision of state law. For purposes of any cost of service proceedings, and for purposes of assessing state and local taxes, if state law does not provide a method, the cost of assets shall be determined in accordance with FCC rules pertaining to cost of service proceedings.

SEC. 7-1100 CONSTRUCTION PROVISIONS

7-1101 System Construction Schedule

Every Franchise Agreement shall specify the construction schedule that will apply to any required construction, upgrade, or rebuild of the Cable System.

7-1102 Construction Standards

7-1102-1 Construction Shall Be in Accordance With All Applicable Laws

The construction, operation, maintenance, and repair of a Cable System shall be in accordance with all applicable sections of the Occupational Safety and Health Act of 1970, as amended, the National Electrical Safety Code, the National Electric Code, other applicable federal, state, or local laws and regulations that may apply to the operation, construction, maintenance, or repair of a Cable System, including, without limitation, local zoning and construction codes, and laws and accepted industry practices, all as hereafter may be amended or adopted.

7-1102-2 Wires to Cause Minimum Inconvenience

All wires, cable lines, and other transmission lines, equipment, and structures shall be installed and located to cause minimum interference with the rights and convenience of property owners.

7-1102-3 Installation of Equipment to Be of Permanent Nature

All installation of electronic equipment shall be of a permanent nature, using durable components.

7-1102-4 Antennae

Without limiting the foregoing, to the extent applicable, antennae and their supporting structures (towers) shall be painted, lighted, erected, and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other applicable state or local laws, codes, and regulations, all as hereafter may be amended or adopted.

7-1102-5 Good Engineering Practices

Without limiting the foregoing, all of a Grantee's plant and equipment, including, but not limited to, the antennae site, headend and distribution system, towers, house connections, structures, poles, wires, cable, coaxial cable, fiber optic cable, fixtures, and apparatuses shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained, and operated in accordance with good engineering practices, performed by experienced and properly trained maintenance and construction personnel so as not to endanger or interfere with improvements the Town shall deem appropriate to make or to interfere in any manner with the Public Rights-of-Way or legal rights of any property owner or to unnecessarily hinder or obstruct pedestrian or vehicular traffic.

7-1102-6 Safety Practices

All safety practices required by law shall be used during construction, maintenance, and repair of a Cable System. A Grantee shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents that are likely to cause damage, injury, or nuisance to the public.

7-1102-7 No Interference with Other Utilities

A Grantee shall not place facilities, equipment, or fixtures where they will interfere with any gas, electric, telephone, water, sewer, or other utility facilities, or obstruct or hinder in any manner the various utilities serving the residents of the Town of their use of any Public Rights-of-Way.

7-1102-8 Repair of Rights-of-Way

Any and all Public Rights-of-Way, public property, or private property that are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance, or construction of a System or otherwise, including installation, repair, maintenance or replacement of a Grantee's equipment shall be promptly repaired by the Grantee.

7-1102-9 Removal of System Due to Conditions in Rights-of-Way

A Grantee shall, by a time specified by the Town, protect, support, temporarily disconnect, relocate, or remove any of its property when required by the Town by reason of traffic conditions; public safety; Public Right-of-Way construction; Public Right-of-Way maintenance or repair (including resurfacing or widening); change of Public Right-of-Way grade; construction, installation or repair of sewers, drains, water pipes, power lines, signal lines, tracks, or any other type of government-owned communications system, public work or improvement of any government-owned utility; Public Right-of-Way vacation; or for any other purpose where the convenience of the Town would be served thereby; provided, however, that the Grantee shall, in all such cases, have the privilege of abandoning any property in place.

7-1102-10 Removal by Town Due to Emergency

In the event of an emergency, or where a Cable System creates or is contributing to an imminent danger to health, safety, or property, the Town may remove, relay, or relocate that portion of the Cable System. Unless the nature of the emergency or danger is such that immediate action is necessary to preserve life or property or to prevent physical harm to any individual, the Town shall provide telephonic notice to the Grantee prior to removing, relaying or relocating any portion of a Grantee's Cable System.

7-1102-11 Raising or Lowering Wires to Permit Moving of Buildings

A Grantee shall, on the request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting same, and the Grantee shall have the authority to require such payment in advance, except in the case where the requesting Person is the Town, in which case no such payment shall be required. The Grantee shall be given reasonable advance notice to arrange for such temporary wire changes, as provided in 35-A M.R.S.A. Section 2516.

7-1102-12 Authority to Trim Trees

A Grantee shall have the authority to trim trees that overhang a Public Right-of-Way of the Town so as to prevent the branches of such trees from coming in contact with the wires, cables and equipment of the Grantee. Except in emergencies, a Grantee shall notify the Town at least one (1) business day prior to performing any such trimming. At the option of the Town, such trimming may be done by the Town or under the Town's supervision and direction, at the expense of the Grantee.

7-1102-13 Use of Existing Utility Facilities

A Grantee shall use, with the owner's permission, existing underground conduits or overhead utility facilities whenever feasible and may not erect poles or support equipment in Public Rights-of-Way without the express permission of the Town. Copies of agreements for use of conduits or other

facilities shall be filed with the Town as required by a Franchise Agreement or upon the Town's written request.

7-1102-14 Undergrounding of Cable

- a. In Public Rights-of-Way or other places where electrical and telephone utility wiring is located underground, either at the time of initial construction of a Cable System or at any time thereafter, a Grantee's Cable System also shall be located underground.
- b. Between a Public Right-of-Way and a Subscriber's residence, if either electric or telephone utility wiring is aerial, a Grantee may install aerial cable except where a property owner or resident requests underground installation and agrees to bear the additional cost of such installation over and above the cost of aerial installation. Where existing subdivision approvals, deed covenants, municipal zoning or other legal restrictions require underground location of utilities, Grantee's cable shall be located underground, and the Subscriber shall bear the additional cost of such installation on their property as a condition of receiving cable service.

7-1102-15 Town Use of Grantee's Poles

The Town shall have the right to install and maintain free of charge upon the poles owned by a Grantee any wire and pole fixtures that do not materially interfere with the Cable System operations of the Grantee.

7-1102-16 Town Approval of Construction

Prior to erection of any towers, poles, or conduits or the construction, upgrade, or rebuild of a Cable System authorized under this Ordinance or a Franchise Agreement, a Grantee shall first submit to the Town and other designated parties for approval a concise description of the Cable System proposed to be erected or installed, including engineering drawings, if required, together with a map and plans indicating the proposed location of all such facilities. No erection or installation of any tower, pole, underground conduit, or fixture or any rebuilding or upgrading of a Cable System shall be commenced by any Person until the Grantee has obtained all building permits, street operating permits or other approvals required by the Town under any ordinance, regulation or procedure generally applicable to such activities.

7-1102-17 Contractors and Subcontractors

Any contractor or subcontractor used for work or construction, installation, operation, maintenance, or repair of System equipment must be properly licensed under laws of the State and all applicable local ordinances. The Grantee must ensure that contractors, subcontractors and all employees who will perform work for it are trained and experienced. Each contractor and subcontractor must perform work in compliance with all applicable provision of law and a Franchise Agreement, and the Grantee shall implement a quality control program to ensure that the work is so performed.

7-1103 Publicizing Proposed Construction Work

Except in emergencies or to restore outages, Grantee shall publicize proposed construction work prior to commencement of that work by causing written notice of such construction work to be delivered to the Town and by notifying those Persons most likely to be affected by the work in at least two (2) of the following ways: by telephone, in person, by mail, by distribution of flyers to residences, by publication in a local newspaper of general circulation in the community, or in any other manner reasonably calculated to provide adequate notice, including use of local informational channels. Whenever practicable, such notice shall be given at least one (1) week prior to commencement of the work concerned.

7-1104 Continuity of Service**7-1104-1 Subscriber Right**

It is the right of all subscribers in a Grantee's Franchise Area to receive all services that a Grantee is then providing under the terms of a valid Franchise as long as their financial and other obligations to the Grantee are satisfied; provided, however, that to the extent a Grantee's agreements with its programming providers prohibit the Grantee from providing certain Cable Services to nonresidential Subscribers, the Grantee may exclude such services from its offerings to nonresidential Subscribers.

7-1104-2 Assurance of Continuous Uninterrupted Service

A Grantee shall ensure that all Subscribers receive continuous uninterrupted service. To this end, Grantee shall:

- a. In the event of a Sale or Transfer of its Franchise, cooperate with the Town to assure an orderly transition from it to another Grantee and take all steps necessary to maintain service to Subscribers until the Sale or Transfer has been completed;
- b. Not abandon service to the entire Town without having given twelve (12) months' prior notice to the Town; and
- c. Not abandon service to any portion of the Town (excepting termination of service to individual subscribers as otherwise permitted) without having given six (6) months' prior written notice to the Town.

Following such notice, the Grantee shall continue to be obligated to comply with the terms and conditions of its Franchise Agreement and applicable laws and regulations and shall cooperate with the Town to assure an orderly transition from it to another Grantee.

7-1104-3 Abandonment of System

If a Grantee abandons its System during the Franchise term, or fails to operate its System in accordance with this Section 7-1100 during any Transition Period, the Town, at its option, may operate the System, designate another entity to operate the System temporarily until the Grantee restores service under conditions acceptable to the Town or until the Franchise is

revoked and a new Grantee selected by the Town is providing service, or obtain an injunction requiring the Grantee to continue operations. If the Town is required to operate or designate another entity to operate the Cable System, the Grantee shall reimburse the Town or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the Cable System. In addition, any abandonment of a System shall be subject to all of the provisions of 30-A M.R.S.A. Section 3008 (3) (B).

7-1104-4 Injunctive Relief

The Town shall be entitled to injunctive relief under the preceding paragraph if:

- a. The Grantee fails to provide Cable Service in accordance with its Franchise over a substantial portion of the Franchise Area for ninety-six (96) consecutive hours, unless the Town authorizes a longer interruption of service or as permitted pursuant to the force majeure clause of Section 7-1702; or
- b. The Grantee, for any period, willfully and without cause refuses to provide Cable Service in accordance with its Franchise over a substantial portion of the Franchise Area.

SEC. 7-1200 SYSTEM FACILITIES, EQUIPMENT, AND SERVICES

In addition to satisfying such requirements as may be established through the application process, every Cable System shall be subject to the following conditions, except as prohibited by federal law:

7-1201 Provision of Service

Each Franchise Agreement shall contain a line extension policy that shall govern a Grantee's obligation to extend service. Unless otherwise specified in a Franchise Agreement, after Cable Service has been established by activating trunk distribution cable for an area specified in a Franchise Agreement, a Grantee shall provide Cable Service to any household requesting Cable Service within that area, including each multiple dwelling unit in that area, except for multiple dwelling units to which it cannot legally obtain access. In providing services to multiple dwelling units, a Grantee shall comply with all applicable provisions of 14 M.R.S.A. Section 6041.

7-1202 Full Video Service to Municipal Buildings; Facilities and Equipment

A Franchise Agreement may require a Grantee to install, at no charge, at least one service outlet at all municipal buildings and public schools within the Franchise Area that can be reached by a standard drop, and may provide that the Grantee shall charge only its time and material costs for any additional service outlets to such facilities. A Franchise Agreement may also require a Grantee to provide Basic Cable Service and the lowest tier of Cable Programming Services to such buildings free of charge. Finally, a Franchise Agreement may provide that such service outlets shall be capable of providing

the full range of non-cable electronic data and telecommunication services provided by a Grantee, and may require other facilities and equipment and channel capacity in accordance with the Cable Act, at rates and terms set out in the Franchise Agreement.

7-1203 Technical Standards

7-1203-1 FCC Standards

Any Cable System within the Town shall meet or exceed the technical standards set forth in 47 C.F.R. Section 76.601 and any other applicable technical standards, including any such standards as hereafter may be amended or adopted by the Town in a manner consistent with federal law.

7-1203-2 Facilities Shall not Interfere with Others' Signals or Facilities

A Grantee shall not design, install, or operate its facilities in a manner that will interfere with the signals of any broadcast station, the facilities of any public utility, the Cable System of another Grantee, or individual or master antennae used for receiving television or other broadcast signals.

7-1707 Proof of Performance Tests

At the times specified in a Franchise Agreement or as required by FCC rules, a Grantee shall perform proof of performance tests, and such other tests as may be specified in a Franchise Agreement, designed to demonstrate compliance with this Article, the Franchise Agreement, and FCC requirements. The Grantee shall provide the results of proof of performance tests promptly to the Town, upon the Town's written request. The Town shall have the right to inspect the Cable System during and after its construction to ensure compliance with this Article, the applicable Franchise Agreement, and applicable provisions of local, state and federal law, and may require the Grantee to perform additional tests based on the Town's investigation of Cable System performance or on Subscriber complaints.

SEC. 7-1300 CONSUMER PROTECTION PROVISIONS

7-1301 Telephone and Office Availability

7-1301-1 Office; Hours of Operation; Telephone

Each Grantee shall maintain an office at a location reasonably convenient to Subscribers that shall be open at least fifty (50) hours each week, including, during the hours of 8:30 a.m. to 5 p.m. Monday through Friday and 8:30 a.m. to 12 p.m. Saturday exclusive of all State and Federal holidays, to allow Subscribers to request service and conduct other business. Each Grantee shall ensure that its office shall meet all applicable access requirements of the Maine Human Rights Act and the Americans with Disabilities Act, and all other applicable federal and state laws and regulations. Each Grantee shall perform service calls, installations, and disconnects during at least the hours

for which its office is open for business, provided that a Grantee shall respond to outages twenty-four (24) hours a day, seven (7) days a week. Each Grantee shall establish a publicly listed toll-free telephone number, and shall either ensure that its telephone service has TTY and TDD capabilities, or contract with a third party to provide Grantee with such services. The phone must be answered by customer service representatives at least during the hours for which the Grantee's office is open for business, for the purpose of receiving requests for service, inquiries, and complaints from Subscribers; after those hours a Grantee shall arrange for the phone to be answered so that customers can register complaints and report service problems on a twenty-four (24) hour per day, seven (7) day per week basis, and so that the Grantee can respond to service outages as required herein.

7-1301-2 Telephone Answering Time

Telephone answering time shall not exceed thirty (30) seconds or four (4) rings, and the time to transfer the call to a customer service representative (including hold time) shall not exceed an additional thirty (30) seconds. This standard shall be met ninety (90) percent of the time, measured quarterly. When the business office is closed, an answering machine or service capable of receiving and recording service complaints and inquiries shall be employed. Any after-hours answering service used shall comply with the same telephone answer time standard set forth in this Section 7-1301. If required by its Franchise Agreement, a Grantee shall supply statistical data to verify it has met the standards set forth herein.

7-1301-3 Staff

A Grantee must hire sufficient staff so that it can adequately respond to customer inquiries, complaints, and requests for service in its office, over the phone, and at the Subscriber's residence.

7-1302 Scheduling Work

7-1302-1 Appointments

All appointments for service, installation, or disconnection shall be specified by date. Each Grantee shall offer a choice of morning, afternoon, or all-day appointment opportunities. If at any time an installer or technician believes it impossible to make a scheduled appointment time, an attempt to contact the customer will be made prior to the time of appointment and the appointment rescheduled.

7-1302-2 Missed Appointments

Subscribers who experience a missed installation appointment due to the fault of a Grantee shall receive standard installation free of charge. If the installation was to have been provided free of charge, or for other appointments, the Subscriber shall receive one (1) month of the subscribed to

Service Tier free of charge, or a credit of twenty dollars (\$20.00), whichever is greater.

7-1302-3 Mobility-Limited Customers

With regard to mobility-limited customers, upon Subscriber request, each Grantee shall arrange for pickup and/or replacement of converters or other Grantee equipment at the Subscriber's address or by a satisfactory equivalent (such as the provision of a postage-prepaid mailer).

7-1302-4 Acknowledgment of and Response to Customer Requests

Requests for service, repair, and maintenance must be acknowledged by a Grantee within twenty-four (24) hours, or prior to the end of the next business day. A Grantee shall respond to all other inquiries (except billing inquiries) within five (5) business days of the inquiry or complaint. A Grantee shall acknowledge receipt of billing inquiries within five (5) days and provide a detailed response within thirty (30) days.

7-1302-5 Completion of Work

Repairs and maintenance for service interruptions and other repairs not requiring in-unit work must be initiated within twenty-four (24) hours and must be completed within sixty-two (62) hours. All other requests for service must be completed within three (3) days from the date of the initial request, except installation requests, provided that a Grantee shall complete the work in the shortest time possible where, for reasons beyond the Grantee's control, the work could not be completed in those time periods even with the exercise of all due diligence; the failure of a Grantee to hire sufficient staff or to properly train its staff shall not justify a Grantee's failure to comply with this provision. Except as federal law requires, no charge shall be made to the Subscriber for this service, except for the cost of repairs to the Grantee's equipment or facilities where it can be documented that the equipment or facility was damaged by a Subscriber.

7-1302-6 Work Standards

The standards of Sections 7-1302-4 and 7-1302-5 shall be met ninety-five percent (95%) of the time, measured on a quarterly basis.

7-1303 Notice to Subscribers**7-1303-1 Provision of Information to Subscribers**

A Grantee shall provide each Subscriber at the time Cable Service is installed, and at least annually thereafter, written instructions for placing a service call, filing a complaint, or requesting an adjustment. Each Grantee shall also provide a notice informing subscribers of how to communicate their views and complaints to the cable company, the proper municipal official and the State Attorney General; stating the responsibility of the State Attorney General to receive consumer complaints concerning matters other than

channel selection and rates; and stating the policy regarding and method by which subscribers may request rebates or pro-rata credits as provided in this Ordinance or applicable federal or state law or regulation. In addition, all Grantees shall provide Subscribers to their services a schedule of rates and charges, a copy of the service contract, delinquent Subscriber disconnect and reconnect procedures, and a description of any other of the Grantee's policies in connection with its Subscribers. Copies of these notices shall be proved to the Town. A Grantee shall provide the Town and each Subscriber at least thirty (30) days advance notice of any significant changes in any of the information required by this section.

7-1303-2 Disclosure of Price Terms

All Grantee promotional materials, announcements, and advertising of residential Cable Services to Subscribers and the general public, where price information is listed in any manner, shall clearly and accurately disclose price terms. In the case of pay-per-view or pay-per-event programming, all promotional materials must clearly and accurately disclose price terms and in the case of telephone orders, a Grantee shall take appropriate steps to ensure that the customer service representatives clearly and accurately disclose price terms to potential customers in advance of taking the order.

7-1303-3 Public File

Each Grantee shall maintain a public file containing all notices provided to Subscribers under these customer service standards, as well as all written promotional offers made to Subscribers by the Grantee. Material in the file shall be retained for at least one (1) year after the later of the date of mailing or public announcement of the information contained in a notice.

7-1304 Interruptions of Service

A Grantee may intentionally interrupt service on the Cable System only for good cause and for the shortest time possible and, except in emergency situations, only after a minimum of forty-eight (48) hours prior notice to Subscribers and the Town of the anticipated service interruption; provided, however, that planned maintenance that does not require more than two (2) hours' interruption of service and that occurs between the hours of 12:00 a.m. and 6:00 a.m. shall not require such notice to Subscribers, and notice to the Town may be given no less than twenty-four (24) hours prior to the anticipated service interruption.

7-1305 Billing

7-1305-1 Proration of First Billing Statement.

A Grantee's first billing statement after a new installation or service change shall be prorated as appropriate and shall reflect any security deposit made or given by the Subscriber to the Grantee.

7-1305-2 Itemization

A Grantee's billing statement must itemize each category of service and equipment provided to the Subscriber and state clearly the charge therefor.

7-1305-3 Payment Due Date

A Grantee's billing statement must show a specific payment due date not earlier than ten (10) days after the date the statement is mailed. Any balance not received within thirty (30) days after the due date may be assessed a late fee not exceeding one and one-half percent (1.5%) of the amount due or any higher amount allowed by State law. The late fee shall appear on the following month's billing statement.

7-1305-4 In Person Payments

A Grantee must notify the Subscriber that he or she can remit payment in person at the Grantee's office in the greater Bangor area and inform the Subscriber of the address of that office.

7-1305-5 No Late Fees for Failures by Grantee

Subscribers shall not be charged a late fee or otherwise penalized for any failure by a Grantee, including failure to timely or correctly bill the Subscriber, or failure to properly credit the Subscriber for a payment timely made.

7-1305-6 Credit for Lack or Impairment of Service

Upon request, the account of any Subscriber shall be credited a prorated share of the monthly charge for the service if said Subscriber is without service or if service is substantially impaired for any reason for a period exceeding six (6) hours during any twenty-four (24) hour period, except where it can be documented that a Subscriber seeks a refund for an outage or impairment which that Subscriber caused, or in the case of a planned outage occurring between the hours of 12:00 midnight and 6:00 a.m. of which the Subscriber had prior notice.

7-1306 Disconnection/Downgrades**7-1306-1 Subscriber Termination**

A Subscriber may terminate service at any time.

7-1306-2 Prompt Disconnection or Downgrade on Request Charges

A Grantee shall promptly disconnect or downgrade any Subscriber who so requests from the Grantee's Cable System, unless the Subscriber unreasonably hinders access by the Grantee to equipment of the Grantee or the Subscriber's premise to which the Grantee must have access to complete the requested disconnection. No period of notice prior to voluntary termination or downgrade of service may be required of Subscribers by any Grantee. No charge may be imposed for any voluntary disconnection, and downgrade charges must comply with the requirements of federal law. So long as the Subscriber returns equipment necessary to receive a service

within five (5) business days of the disconnection, no charge may be imposed by any Grantee for any Cable Services delivered after the date of the request to disconnect.

7-1306-3 Subscriber Return of Equipment

A Subscriber may be asked, but not required, to disconnect a Grantee's equipment and return it to the business office; provided that if a Subscriber requests that a Grantee pick up the equipment, the Subscriber shall provide reasonable access to the Subscriber's premises during Grantee's business hours to allow the Grantee to retrieve the equipment.

7-1306-4 Refund of Security Deposit

Any security deposit and/or other funds due the Subscriber shall be refunded on disconnected accounts after the converter has been recovered by the Grantee. The refund process shall take a maximum of thirty (30) days or the next billing cycle from the date disconnection was completed as required herein to the date the customer receives the refund.

7-1306-5 Disconnection for Failure to Pay Fee

If a Subscriber fails to pay a monthly Subscriber or other fee or charge, a Grantee may disconnect the Subscriber's service outlet; however, such disconnection shall not be effected until at least forty-five (45) days after the due date of the monthly Subscriber fee or other charge and, after ten (10) days' advance written notice of intent to disconnect is given to the Subscriber in question. If the Subscriber pays all amounts due, including late charges before the date scheduled for disconnection, the Grantee shall not disconnect service. Subject to Section 7-1306-2, after disconnection, upon payment by the Subscriber in full of all proper fees or charges, including the payment of the reconnection charge, if any, the Grantee shall promptly reinstate service.

7-1306-6 Disconnection for Damage to System or Equipment

A Grantee may immediately disconnect a Subscriber if the Subscriber is damaging or destroying the Grantee's Cable System or equipment. After disconnection, the Grantee shall restore service after the Subscriber provides adequate assurance that it has ceased the practices that led to disconnection, and paid all proper fees and charges, including reconnect fees, a reasonable security deposit, and amounts owed the Grantee for damage to its Cable System or equipment.

7-1306-7 Disconnection for Signal Leakage

A Grantee may also disconnect a Subscriber that in any way, intentionally or otherwise, causes signal leakage in excess of Federal limits. It may do so in accordance with Federal rules and requirements or, if the Subscriber fails to take steps to correct the problem. It may also do so without notice in the event of a danger to the public safety, provided that the Grantee shall immediately notify the Subscriber of the problem and, once the problem is corrected, reconnect the Subscriber without charge.

7-1306-8 Removal of Grantee Property

Except as federal law may otherwise provide, if a Subscriber terminates service, a Grantee may offer the Subscriber the opportunity to acquire any wiring located on the premises that is the property of Grantee at replacement cost. If the Subscriber declines to purchase the wiring, the Grantee must remove its property from the Subscriber's premises within seven (7) days, if requested by the Subscriber. If a Grantee fails to remove the wiring in that period, the Grantee shall make no further attempt to remove the wiring or restrict its use.

7-1307 Changes in Service

In addition to rights reserved by the Town, Subscribers shall have rights with respect to alterations in service. The Grantee may not alter the service being provided to a class of Subscribers (including by retiering, restructuring or otherwise) without the express permission of each Subscriber, unless it complies with this Article. At the time the Grantee alters the service it provides to a class of Subscribers, it must provide each Subscriber thirty (30) days' notice, explain the substance and full effect of the alteration, and provide the Subscriber the right within the thirty (30) day period following notice to opt to receive any combination of services offered by the Grantee. Except as Federal law otherwise provides, Subscribers may not be required to pay any charge (other than the properly noticed rates), including an upgrade or downgrade charge, in order to receive the services selected. No charge may be made for any service or product for which there is a separate charge that a Subscriber has not affirmatively indicated it wishes to receive. Payment of the regular monthly bill does not in and of itself constitute such an affirmative indication.

7-1308 Deposits

A Grantee may require a reasonable, non-discriminatory deposit on equipment provided to Subscribers. Deposits shall be placed in an interest-bearing account, and the Grantee shall return the deposit, plus interest earned to the date repayment is made to the Subscriber. Interest will be calculated at the prevailing commercial savings rate on all late payments.

7-1309 Recording Subscriber Complaints

A Grantee shall maintain a record of subscriber complaints in accordance with 30-A M.R.S.A. 3010 (4):

- a. Every Franchisee shall keep a record or log of all written complaints received regarding quality of service, equipment malfunctions, billing procedure, employee attitude and similar matters. These records shall be maintained for a period of two (2) years.
- b. The record shall contain the following information for each complaint received;
 - (1) Date, time and nature of the complaint;
 - (2) Name, address and telephone number of the person complaining;

- (3) Investigation of the complaint;
- (4) Manner and time of resolution of the complaint;
- (5) If the complaint regards equipment malfunction or the quality of reception, a report indicating corrective steps taken, with the nature of the problem stated; and
- (6) Consistent with subscriber privacy provisions contained in the Cable Act and applicable FCC regulations, every Grantee shall make the logs or records of complaints available to any authorized agent of any franchising authority having a franchise with that Grantee or any authorized agent of a municipality considering a franchise with that Grantee upon request during normal business hours for on-site review.

7-1310 Remedies for Violators

In addition to the remedies set forth elsewhere in this Ordinance and in the Franchise Agreement, subscribers shall have available the remedies provided by 30-A M.R.S.A. Section 3010 (7).

SEC. 7-1400 RATE REGULATION

7-1401 Town May Regulate Rates

The Town may regulate all rates and charges except to the extent it is prohibited from doing so by law, and if the Town does exercise its rate regulatory authority, no rate or charge may be imposed or increased without the prior approval of the Town except such rates and charges that the Town is prohibited from regulating. Subject to the foregoing, any change made without prior approval is an illegal change, and a Grantee is prohibited from requesting or requiring a Subscriber to pay an illegal rate as a condition of providing service. This section shall not be construed to mean that any Grantee has consented or will consent to subject itself to rate regulation.

7-1402 Authority to Adopt Regulations All rates that are subject to regulation by the Town must be reasonable. The Town may adopt such regulations, procedures, and standards as it deems necessary to implement rate regulation and may regulate rates by amendment to this Ordinance, by a separate resolution or ordinance, by amendment to a Franchise Agreement, or in any other lawful manner. This section shall not be construed to mean that any Grantee has consented or will consent to subject itself to rate regulation.

7-1403 Rate Changes

7-1403-1 Advance Notice of Rate Changes

At least thirty (30) days prior to implementing any increases in rates, or changes in channel positions, programming, or service terms or conditions, a Grantee shall provide the Town and each Subscriber with written notice describing any such changes it plans to make and the proposed effective dates for the changes. A Grantee shall not be required to provide thirty (30)

days' notice of rate decreases or temporary promotional offers that result in lower rates for Subscribers, provided that it has given the Town notice of such decreases and offers prior to implementation.

7-1403-2 Explanation of Rate Changes

In addition to the required notice, before it alters services or service terms or conditions, a Grantee must provide a reasonably simple and clear written notice explaining the substance and full effect of the alteration, including the effect on rates and service options and the effect of the change on the use of other consumer electronic equipment. Such written notice shall be provided to the Town at least thirty (30) days, and to Subscribers at least thirty (30) days, before the change.

7-1707.1 Changes Made Without Required Notice Invalid

Any change made without the required thirty (30) days' notice shall be of no force or effect, and a Grantee shall be obligated to refund any increased amount collected without the required thirty (30) days' notice, and to restore service to the prior existing status, at least until the required notice is provided. This subsection shall not limit the right of a Grantee to implement any rate decreases or temporary promotional offers that result in lower rates for Subscribers immediately upon providing written notice of these rate changes to the Town. This subsection shall not be interpreted to limit the Town's right to exercise its rate regulation authority under Section 7-1401 of this Ordinance, the availability of remedies under applicable laws or regulations, or rights under the customer service standards set forth in Section 7-1300 of this Ordinance.

SEC. 7-1500 RECORDS AND REPORTS

7-1501 Open Books and Records

The Town shall have the right to inspect and copy at any time after reasonable notice during normal business hours at a Grantee's local office, all materials and records of the Grantee relevant to the Town's management of the Public Rights-of-Way and regulation of customer service and consumer affairs including all maps, plans, service complaint logs, performance test results, records of requests for service, computer records, codes, programs, and discs or other storage media and other like material which the Town reasonably deems appropriate in order to monitor compliance with the terms of this Ordinance, a Franchise Agreement, or applicable law. A Grantee shall make available to the Town, to the best of its ability, the same types of materials which the Town deems relevant and which are held by an Affiliate, a cable operator of the Cable System, and any contractor, subcontractor or any person holding any form of management contract for the Cable System. The Grantee is responsible for collecting, to the best of its ability, such requested information and producing it at its offices in the greater Bangor area, and as part of its application it must affirm that it can and will do so. The Town shall preserve the confidentiality on

proprietary business information of a Grantee or another party provided to the Town by the Grantee, to the extent permissible under Maine Law. To that end, the Grantee shall clearly identify any proprietary business information that it believes to be entitled to confidential treatment, so that the Town may establish appropriate safeguards against improper disclosure. The Town shall also have the right to inspect at any time after reasonable notice during normal business hours at a Grantee's local office all materials relevant to the financial condition of the Grantee, including all books, records, receipts, contracts, financial statements, computer records, codes, programs, and discs or other storage media and other like material which the Town reasonably deems appropriate in order to monitor compliance with the terms of this Ordinance, a Franchise Agreement, or applicable law. A Grantee shall make available for inspection by the Town, to the best of its ability, the same types of materials that the Town deems relevant and that are held by an Affiliate, a cable operator of the Cable System, and any contractor, subcontractor or any person holding any form of management contract for the Cable System. The Grantee is responsible for collecting, to the best of its ability, such requested information and producing it at its offices in the greater Bangor area, and as part of its application it must affirm that it can and will do so. The Town shall preserve the confidentiality of proprietary business information of a Grantee provided for inspection by the Town by the Grantee, to the extent permissible under Maine law. To that end, the Grantee shall clearly identify any proprietary business information that it believes to be entitled to confidential treatment, so that the Town may establish appropriate safeguards against improper disclosure.

7-1502 Required Reports

A Grantee shall file the following with the Town in a form acceptable to the Town:

7-1502-1 Annual Construction Report

An annual report setting forth the physical miles of plant construction and plant in operation during the fiscal year shall be submitted to the Town. Such report also shall contain any revisions to the System "as built" maps filed with the Town. The annual report shall be provided at the time specified in the Franchise Agreement.

7-1502-2 Notices Instituting Civil or Criminal Proceedings

A Grantee shall provide the Town with copies of any notice of deficiency, forfeiture, or other document issued by any state or federal agency instituting any investigation or civil or criminal proceeding regarding the Cable System, the Grantee, or any Affiliate of the Grantee, to the extent the same may affect or bear on operations in the Town. A notice that an Affiliate that has a management contract for the Cable System was not in compliance with FCC EEO requirements within the work unit serving the Town would be deemed to affect or bear on operations in the Town. This material shall be submitted to the Town at the time it is filed or within five (5) days of the date it is received.

7-1502-3 Bankruptcy Declarations

Any request for protection under bankruptcy laws, or any judgment related to a declaration of bankruptcy by the Grantee or by any partnership or corporation that owns or controls the Grantee directly or indirectly. This material shall be submitted to the Town at the time it is filed or within five (5) days of the date it is received.

7-1503 Reports to Be Provided on Request**7-1503-1 Reports Required by FCC**

Upon the Town's written request, a Grantee shall deliver to the Town copies of all reports required by the FCC, including, but not limited to, any proof of performance tests and results, Equal Employment Opportunity reports, and all petitions, pleadings, notices, and applications regarding the Cable System, or a group of Cable Systems of which the Grantee's Cable System is a part, submitted or received by the Grantee, an Affiliate, or any other Person on the behalf of the Grantee, either to or from the FCC, or any other federal or state regulatory commission or agency having jurisdiction over any matter affecting operation of the Grantee's System, for the time period specified in the Town's request.

7-1707.1 Financial Reports

The Town may request the following financial reports for the Franchise Area once per calendar year:

- a. An ownership report, indicating all Persons who at any time during the preceding year did control or benefit from an interest in the Franchise of five percent (5%) or more.
- b. An annual income statement showing Subscriber revenue from each category of service and every source of non-Subscriber revenue.
- c. A current annual statement of all capital expenditures, including the cost of construction and of equipment, used or placed within the Town.
- d. An annual list of officers and members of the Board of Directors of the Grantee and any Affiliates.
- e. An organizational chart showing what corporations or partnerships with more than a five percent (5%) interest own the Grantee, and the nature of that ownership interest (limited partner, general partner, preferred shareholder, etc.); and showing the same information for each corporation or partnership so identified and so on until the ultimate corporate and partnership interests are identified.
- f. An annual report of each entity identified in Section 7-1503-2 e which issues an annual report.

7-1707.2 System and Operational Reports

The following System and operational reports shall be submitted annually upon request of the Town:

- a. An annual summary of the previous year's activities including, but not limited to, Subscriber totals for each category of service offered, including number of pay units sold, new services offered, and the amount collected annually from other Users of the System and the character and extent of the service rendered thereto.
- b. An annual projection of System and service plans for the future.

7-1504 Additional Reports

The Grantee shall prepare and furnish to the Town, at a time reasonably prescribed by the Town, such additional reports with respect to its operation, affairs, transactions, or property as the Town may reasonably deem necessary and appropriate to the performance of any of the rights, functions, or duties of the Town in connection with this Ordinance or the Franchise Agreement.

7-1505 Records Required

7-1505-1 Records to Be Maintained

A Grantee shall at all times maintain, and shall deliver to the Town upon request, the following records:

- a. Records of all complaints maintained pursuant to Section 7-1309.
- b. A full and complete set of plans, records, and "as built" maps showing the exact location of all System equipment installed or in use in the Town, exclusive of Subscriber service drops.
- c. Records of outages, indicating date, duration, area, and the estimated number of Subscribers affected, type of outage, and cause.
- d. Records of service calls for repair and maintenance indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was solved.
- e. Records of installation/reconnection and requests for service extension, indicating date of request, date of acknowledgment, and the date and time service was extended.

7-1505-2 Additional Information

The Town may request and a Grantee shall promptly provide additional information, reports, records, and documents as may be reasonably required from time to time for the performance by the Town of any of its rights, functions, or duties in conversations with this Ordinance or a Franchise Agreement.

7-1506 Performance Evaluation

7-1506-1 Town Discretion to Hold Public Sessions

The Town may, at its discretion, hold scheduled performance evaluation sessions. All such evaluation sessions shall be open to the public.

7-1506-2 Announcement of Sessions

All evaluation sessions shall be open to the public and announced in a newspaper of general circulation in the community.

7-1506-3 Discussion Topics

Topics that may be discussed at any scheduled or special evaluation session may include, but are not limited to, system performance and construction, Grantee compliance with this Ordinance and a Franchise Agreement, customer service and complaint response, Subscriber privacy, services provided, programming offered, service rate structures, if applicable, Franchise fees, penalties, free or discounted services, applications of new technologies, judicial and FCC filings, and line extensions.

7-1506-4 Grantee Cooperation

During the review and evaluation by the Town, a Grantee shall fully cooperate with the Town and shall provide such information and documents as the Town may need to reasonably perform its review.

7-1507 Voluminous Materials

If the books, records, maps or plans, or other requested documents are too voluminous, or for security reasons cannot be copied and moved, then a Grantee may request that the inspection take place at some other location, provided that (1) the Grantee must make necessary arrangements for copying documents selected by the Town after review; and (2) the Grantee must pay reasonable travel and additional copying expenses incurred by the Town in inspecting those documents or having those documents inspected by its designee, if done outside the greater Bangor area.

7-1508 Retention of Records; Relation to Privacy Rights

Each Grantee shall take all steps required, if any, to ensure that it is able to provide the Town all information which must be provided or may be requested under this Ordinance or a Franchise Agreement, including by providing appropriate Subscriber privacy notices. Nothing in this Article shall be read to require a Grantee to violate 47 U.S.C. Section 551. Each Grantee shall be responsible for blacking out any data that federal or state law prevents it from providing to the Town.

SEC. 7-1600 RIGHTS OF INDIVIDUALS PROTECTED**7-1601 Discriminatory Practices Prohibited****7-1601-1 Discrimination Prohibited**

A Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, programmers, or residents of the Town on the basis of race, color, religion, national origin, sex, age, physical handicap, or on any other basis prohibited by federal or state law. This provision is not intended to require a Grantee to provide any equipment or service free of charge to any Subscriber, unless such equipment or service is provided free in a manner that discriminates among Subscribers in a manner that is prohibited by state or federal law, or unless the provision of free equipment or service is required by state or federal law.

7-1601-2 Discrimination for Exercise of Right Prohibited

A Grantee shall not discriminate among Persons or take any retaliatory action against a Person because of that Person's exercise of any right it may have under federal, state, or local law, nor may the Grantee require a Person to waive such rights as a condition of taking service.

7-1601-3 Differential Rates Based on Subscriber Income Prohibited

A Grantee shall not deny access or levy different rates and charges on the residents of any particular geographical area because of the income of the residents of that geographical area.

7-1601-4 Rate Preferences Prohibited

Except to the extent the Town may not enforce such a requirement, a Grantee is prohibited from discriminating in its rates or charges or from granting undue preferences to any Subscriber, potential Subscriber, or group of Subscribers or potential Subscribers; provided, however, that a Grantee may offer temporary, bona fide promotional discounts in order to attract or maintain Subscribers, so long as such discounts are offered on a non-discriminatory basis to similar classes of Subscribers throughout the Town; A Grantee may offer discounts for the elderly, the handicapped, or the economically disadvantaged, and such other discounts as it is expressly entitled to provide under federal law, if such discounts are applied in a uniform and consistent manner; and a Grantee may enter into bulk service agreements with multiple dwelling unit owners, if the rates under such agreements are established and applied in a uniform and consistent manner. A Grantee shall comply at all times with all applicable federal, state, and Town laws, and all executive and administrative orders relating to non-discrimination.

7-1602 Equal Employment Opportunity

A Grantee shall not refuse to employ, discharge from employment, or discriminate against any Person in compensation or in terms, conditions, or privileges of employment because of race, color, religion, national origin, sex, age, or any other basis prohibited by federal or state law. A Grantee shall comply with all federal, state, and local laws and regulations governing equal employment opportunities.

7-1603 Subscriber Privacy**7-1603-1 Grantee Shall Protect Subscriber Privacy**

A Grantee shall at all times protect the privacy of all Subscribers pursuant to the provisions of Section 631 of the Cable Act, 47 U.S.C. Section 551, and 30-A M.R.S.A. Section 3010 (6-A). A Grantee shall not condition Subscriber service on the Subscriber's grant of permission to disclose information which, pursuant to federal or state law, cannot be disclosed without the Subscriber's explicit consent.

7-1707.1 Selling Subscriber Information Prohibited

Neither a Grantee nor its agents or employees shall, without the prior and specific written authorization of the Subscriber involved, sell or otherwise make available for commercial purposes the names, addresses, or telephone numbers of any Subscriber or Subscribers, or any information that identifies the individual viewing habits of any Subscriber or Subscribers.

SEC. 7-1700 MISCELLANEOUS PROVISIONS**7-1701 Compliance with Laws**

A Grantee shall comply with all applicable federal, state, and local laws and regulations as they become effective, unless otherwise stated.

7-1702 Force Majeure

A Grantee shall not be deemed in default with provisions of its Franchise where performance was rendered impossible by war or riots, civil disturbances, floods, or other natural catastrophes beyond the Grantee's control, and a Franchise shall not be revoked or a Grantee penalized for such noncompliance, provided that the Grantee takes immediate and diligent steps to bring itself back into compliance and to comply as soon as possible under the circumstances with its Franchise without unduly endangering the health, safety, and integrity of the Grantee's employees or property, or the health, safety, and integrity of the public, Public Rights-of-Way, public property, or private property.

7-1703 Connections to System; Use of Antennae**7-1703-1 Subscriber Right to Attach Devices**

Subscribers shall have the right to attach devices to a Grantee's System to allow them to transmit signals or services for which they have paid to VCR's receivers, and other terminals provided that such terminals are located within the Subscriber's premises, and provided that such transmissions do not result in interference with the operations of Grantee's System, or violations of signal leakage compliance standards. Subscribers also shall have the right to use their own legally acquired remote control devices and tuners, and other similar equipment, and a Grantee shall provide information to consumers

which will allow them to adjust such devices so that they may be used with the Grantee's System.

7-1703-2 Requiring Disconnection of Antennae Prohibited

A Grantee shall not, as a condition of providing service, require a Subscriber or potential Subscriber to remove any existing antenna, or disconnect an antenna except at the express direction of the Subscriber or potential Subscriber, or prohibit or discourage a Subscriber from installing an antenna switch, provided that such equipment and installations are consistent with applicable codes.

7-1704 Calculation of Time

Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of duration time.

7-1705 Severability

If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the Town and shall thereafter be binding on the Grantee and the Town.

7-1706 Captions

The captions and headings of this Ordinance are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Ordinance.

7-1707 Repeal

The Town of Bucksport Cable Television Ordinance adopted on October 11, 1979, is hereby repealed, except that the repeal thereof shall not affect the validity of any franchise agreements issued pursuant thereto and except that said Ordinance shall remain in full force and effect for the trial and punishment of all past violations thereof and for recovery of penalties already incurred.

Article 7 Cable Television Ordinance of Chapter 6 Business Licensing and Regulations was originally adopted on October 11, 1979. The original Ordinance was repealed and replaced in its entirety on September 25, 1997.



7a

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2016 Standard Mileage Rates for Business, Medical and Moving Announced

IR-2015-137, Dec. 17, 2015

WASHINGTON — The Internal Revenue Service today issued the 2016 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2016, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 54 cents per mile for business miles driven, down from 57.5 cents for 2015
- 19 cents per mile driven for medical or moving purposes, down from 23 cents for 2015
- 14 cents per mile driven in service of charitable organizations

The business mileage rate decreased 3.5 cents per mile and the medical, and moving expense rates decrease 4 cents per mile from the 2015 rates. The charitable rate is based on statute.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously.

These and other requirements for a taxpayer to use a standard mileage rate to calculate the amount of a deductible business, moving, medical or charitable expense are in [Rev. Proc. 2010-51](#). [Notice 2016-01](#) contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

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Page Last Reviewed or Updated: 02-Dec-2016



TOWN OF BUCKSPORT APPLICATION FOR A LAND USE/BUILDING PERMIT

APPLICANT INFORMATION

NAME Great Pond Mountain Conservation Trust
 MAIL ADDRESS PO Box 266
Orland ME 04472
 HOME PHONE _____ WORK PHONE 469-6929
 E-MAIL ADDRESS cheri@greatpondtrust.org

DESCRIPTION OF PROPERTY WHERE THE LAND USE OR BUILDING WILL BE LOCATED:

STREET ADDRESS: Vernal Pool on Miles Lane Trail, south of lots 61+62 off of
Race Course Rd

TAX MAP # 2 LOT # _____ SIZE: _____ ACRES FRONTAGE: (STREET) _____ FT. (SHORE) _____ FT.

IS THE APPLICANT THE OWNER OF THE ABOVE-DESCRIBED PROPERTY? YES NO

IF THE APPLICANT IS NOT THE PROPERTY OWNER, THEN THE PROPERTY OWNER MUST PROVIDE WRITTEN CONSENT FOR THE PROPOSED PROJECT. THE CONSENT MUST BE SUBMITTED WITH THIS APPLICATION.

PLEASE IDENTIFY THE MOST RECENT USE OF THE PROPERTY:

RESIDENTIAL COMMERCIAL NONCOMMERCIAL (NONPROFIT, GOVERNMENTAL) UNDEVELOPED

PLEASE DESCRIBE WHAT YOU ARE SEEKING A PERMIT TO DO: (If you are proposing a new land use, describe the use in detail. If you are proposing a new structure or addition, describe the size, number of stories, and how it will be occupied. For dwellings, identify the total number of bedrooms. Include a description of any deck or porch to be constructed. If you are proposing to renovate a structure, describe what structural changes are to be made and for what purpose.)

Please see attached

IF THE PROJECT INCLUDES THE INSTALLATION OF A MOBILE HOME OR MODULAR HOME, THE FOLLOWING INFORMATION IS REQUIRED:

- ⇒ DATE OF MANUFACTURE _____ WIND ZONE RATING _____ ROOF LOAD RATING _____ PSF
- ⇒ FOR NEW HOMES, EVIDENCE THAT SALES TAX OR USE TAX WAS PAID.
- ⇒ FOR USED HOMES, EVIDENCE THAT PROPERTY TAXES HAVE BEEN PAID IN THE MUNICIPALITY WHERE THE HOME WAS LAST LOCATED.

TOTAL FLOOR AREA OF PROPOSED CONSTRUCTION: _____ SQ. FT.
TOTAL FLOOR AREA OF PROPOSED RENOVATION OR REHABILITATION: _____ SQ. FT.

ESTIMATED COST OF PROPOSED LAND USE ACTIVITY (EXCLUDING PROPERTY ACQUISITION COSTS): \$1,500.⁰⁰

SITE PLAN

THE SITE PLAN MAY BE DRAWN BELOW OR SUBMITTED ON A SEPARATE SHEET. THE SITE PLAN MUST INCLUDE THE FOLLOWING INFORMATION, AS APPLICABLE:

- LOCATION OF LOT LINES AND THE STREET PROVIDING ACCESS TO THE LOT.
 - LOCATION OF EXISTING STRUCTURES ON THE LOT.
 - LOCATION OF PROPOSED NEW CONSTRUCTION OR INSTALLATION ON THE LOT.
 - SETBACK OF PROPOSED STRUCTURES FROM LOT LINES & FROM WATERBODIES OR WETLANDS, IF ANY.
 - LOCATION OF DRIVEWAY & PARKING AREAS.
 - LOCATION OF SEPTIC SYSTEM & WELL, IF ANY.
-
- ❖ IF THE APPLICATION IS SUBJECT TO PLANNING BOARD APPROVAL, ADDITIONAL SITE PLAN DOCUMENTATION MAY BE REQUIRED. (SEE LEVEL 2 REVIEW SUPPLEMENTAL INFORMATION)
 - ❖ IF THE PROPOSED LAND USE ACTIVITY INVOLVES A HOME-BASED BUSINESS, ADDITIONAL DOCUMENTATION MAY BE REQUIRED BY THE CODE ENFORCEMENT OFFICE.

Please see attached

**Permit Description: Vernal Pool Project - Miles Lane Trails
Town of Bucksport October 2016**

Great Pond Mountain Conservation Trust plans to make a footpath around the vernal pool between the north end of the Miles Lane Trails and the south end of the Race Course Road. The pool is about 200' by 400'. The footpath will be about 1000 feet long and will have sections of cedar bog-bridging in the wetter places.

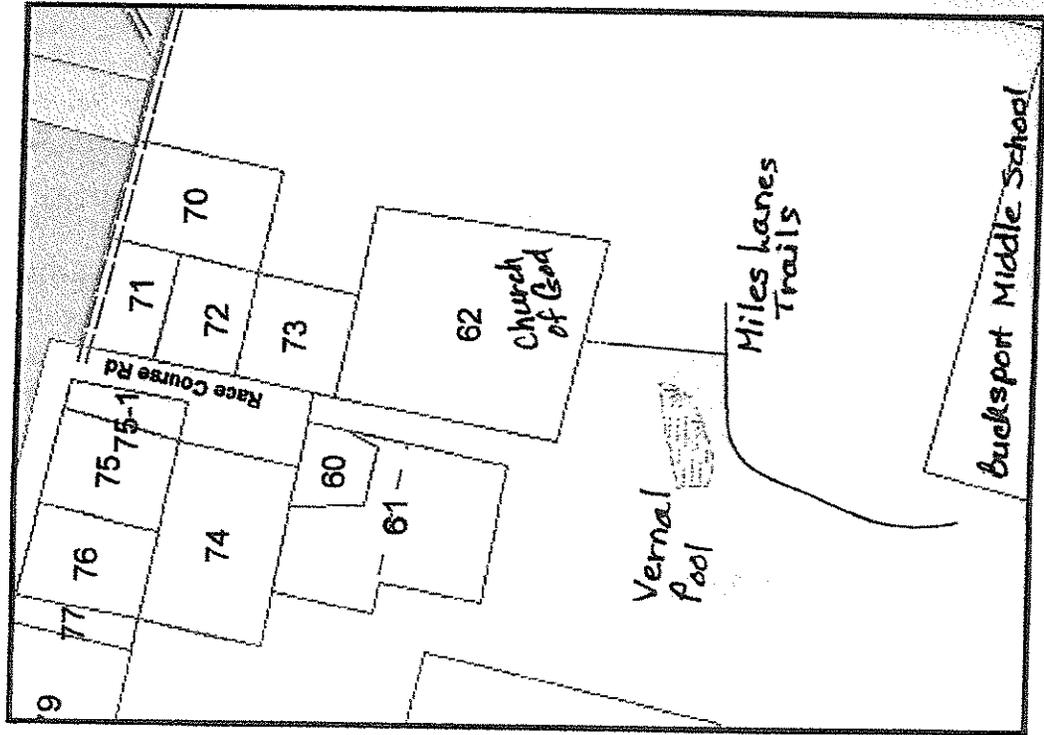
We plan to make a boardwalk from the south edge of the Miles Lane Trail to the edge of the pool (23'), to extend a 4' wide boardwalk out into the pool 36' and to end it on a 6' x 6' platform. The boardwalk and platform will be made from pressure treated wood. The boardwalk and platform will be suspended on metal pipes attached by metal sleeves. This dock hardware has feet that will sit on the bottom of the pool, alleviating the need to dig postholes. The boardwalk and platform will have two railings; one at 36" and one at 18".

We plan to revegetate the gravel embankment on the south side of the pool to prevent erosion and to eliminate it as a access point. First we will remove pieces of asphalt that have fallen into the pool. Then we will have construction equipment build a berm along the edge of the Miles Lane Trail, and place a row of rocks at the bottom of the slope. We will have soil and compost brought in and dug into the slope. We will have the fourth grade students transplant plants from the nearby forest (cherries, raspberries, winterberry, hazelnut, sensitive fern) into the slope.

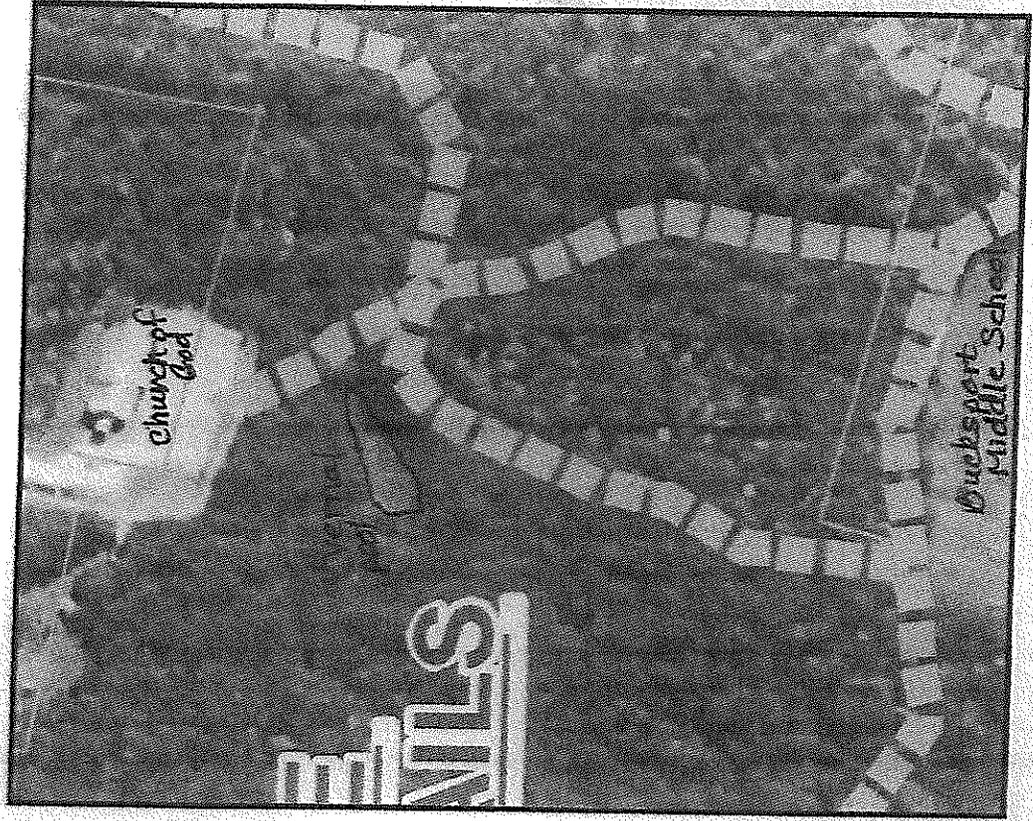
Town of Buckport Tax Map #2
section



North

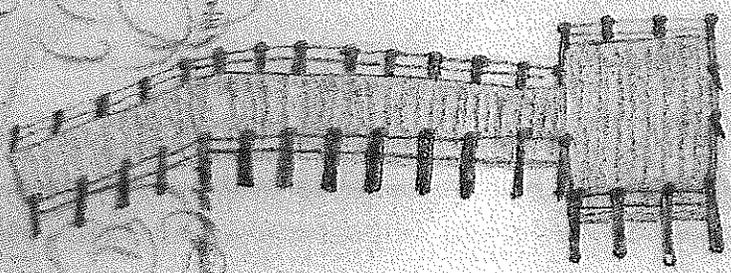


Miles Lanes Trails
section



Proposed Perimeter Trail - bog bridging as needed

Pool

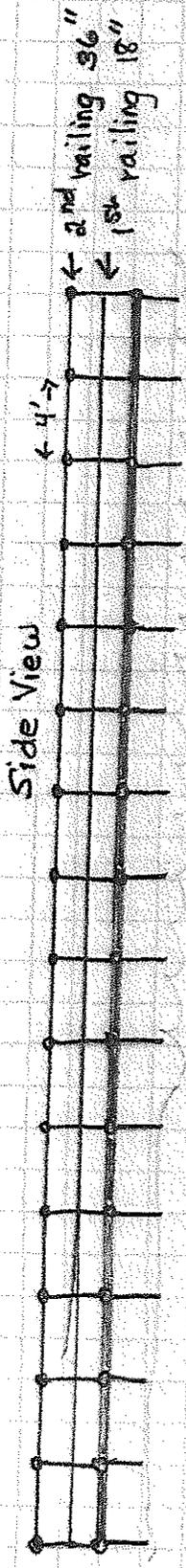


Wilder Lake Trail

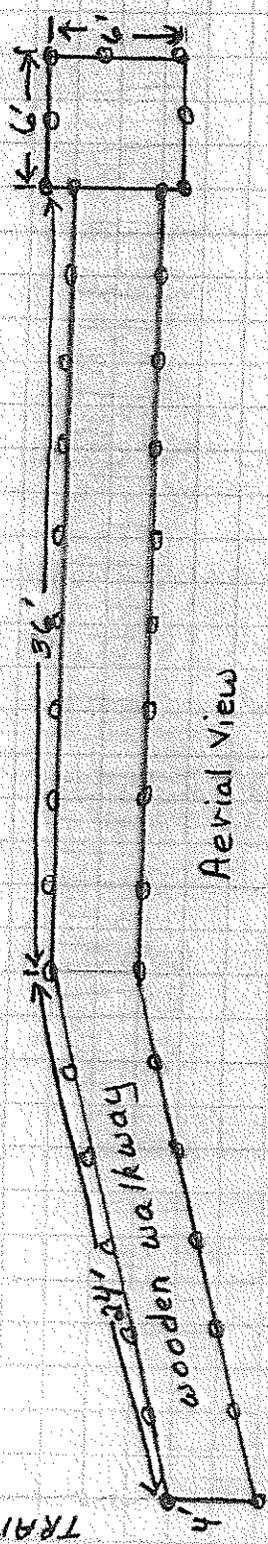
→ Church of God →

$\frac{1}{4}'' = 2'$
 $1'' = 8'$

Uprights: dock hardwood
(sleeves, metal pipes, foot plates)
Walking Surface: pressure treated
boards



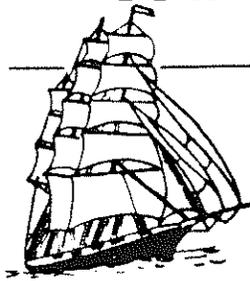
TRAIL



Aerial View

TOWN OF BUCKSPORT, MAINE

Incorporated June 25, 1792



OFFICE OF THE TOWN MANAGER

P.O. Drawer X
Bucksport, Maine 04416

Phone (207) 469-7368

Fax (207) 469-7369

October 7, 2016

Mr. Richard Gainer
P.O. Box 184
Morrill, ME 04952-207

COPY

7e

RE: Trailer located in Bucksport, Maine

Dear Mr. Gainer,

The purpose of this letter is to serve as a final request for payment for all outstanding property tax, sewer assessments, costs, and interest due on a mobile home on which you are listed as the record owner in the Town of Bucksport at 82 Elm Street. Unpaid sewer liens have expired and the property is now owned by the Town of Bucksport.

Failure to pay the identified costs within 30 days of the day of this letter will result in the disposal of the property by the town. This thirty day period is your opportunity to redeem the property from foreclosure.

Our records indicate that you refused service for the certified letter notifying you of the property foreclosure, however that refusal does not stop the foreclosure process.

Included with this letter are statements of the outstanding tax and sewer amounts due, which totals \$2,048.90 as of October 6, 2016.

Please contact this office immediately if you wish to retain the property.

Sincerely,

A handwritten signature in cursive script that reads "Susan Lessard".

Susan Lessard
Town Manager

MEMO

To: Susan Lessard, Town Manager

Fr: Sean Geagan, Chief of Police

Ms. Lessard,

We have recently encountered a problem with the dash and the heating system in the 2010 cruiser.

I asked our town mechanic to look at this and give me a solution to the problem. The dash unit was sent out to be repaired and this did not solve the issue. He advised that to replace the dash unit which consists of the speedometer, gas gauge, mileage, temperature gauge and all warning light would cost approx.. \$900 to \$1000.

The heating exchange box is also broken and is being held open with a paint stick to allow air to the defrost unit. To fix this problem would be approx. \$500 to \$800.

I have also found red fluid in the parking area of this unit. I am not sure what this from and have not had this looked into as of yet.

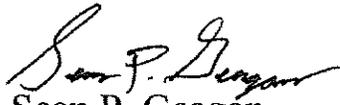
The cruiser is a 2010 and has 109000 miles on it. The book value of this vehicle is \$2500+-.

Due to the fact that the repairs are very close to the value of the cruiser, I am recommending that we look at trading this vehicle and purchasing a newer unit with less miles on it. I am also recommending that we take this unit out of the four car rotation and keep this vehicle as is for a 2 to 3 year period. This will allow

us to go to a 3 car rotation instead of 4. This unit is due to be traded in in July for the planned purchase of a new lead cruiser. The plan will be to trade in the 2011 cruiser which is starting to have mechanical and rust issues for the purchase in July. The 2010 cruiser has 134000 miles on it at this time. I have recently looked around the state and priced units. I have found the best deal at Darling Ford in Ellsworth. This would include a 2013 Ford with 68000 miles on it. I have included pictures and information on this unit in this memo.

I am requesting that the total cost of this which will not exceed \$18000 be taken out of my Police Reserve account. Account # 84-804-01.

Thank you for your consideration in this matter.



Sean P. Geagan

Chief of Police

Bucksport Police Department



Sales: 1-877-445-9836 Service: 1-877-445-9876
Bangor, Ellsworth, Augusta, ME 04401

Search Inventory

(http://www.ford.com/used/vehicles/2013-ford-explorer/UCv9TrPMmKI)

2013 Ford Explorer XLT (Premium)

[Click here to view details about our pre-owned vehicle lines](#)



Detailed Pricing

Internet Price **\$21,779**

Your estimated monthly payment:

\$280 per month

72 Months @ 4.9% A.P.R. (estimated financing rate) (\$4,355 Down Payment)

\$21,779
Final Price

17 mpg City 23 mpg Hwy

3.5L V-6 Cyl
A
4X4

Exterior Color : Tuxedo Black
Interior Color :

Mileage : 68,400 Miles
Stock # : 915789
VIN : 1FM5K8D87DGC83116

Highlighted Features /

- Electronic stability
- Speed sensitive wipers
- Split folding rear seat
- Rear air conditioning
- Wireless phone connectivity
- 3rd row seats
- Remote keyless entry
- CD player

Comments

Nothing posted yet.

Schedule a Test Drive

Vehicle Location

16 Kingsland Crossing
Ellsworth ME 04605

Call **(888) 679-1880**

Trade-In Appraisal

Post a Comment >

Detailed Specifications /

Convenience Features

1-touch down	Driver vanity mirror	Tilt steering wheel	Illuminated entry	Rear door bins	Telescoping steering wheel	Remote keyless entry	Overhead console	Passenger vanity mirror
Air conditioning	Front beverage holders	Speed control	Rear beverage holders	Power windows	Passenger door bin	Driver door bin	Rear air conditioning	1-touch up

Off-Road Capability

Ground clearance	Approach angle: 22	Departure angle: 21	(min): 193mm	deg	deg	(7.6")	Ramp breakover
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Entertainment Features

Radio data system	Wireless phone	MP3 decoder	connectivity: Bluetooth	AM/FM radio: SiriusXM	Steering wheel mounted	CD player	audio controls
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Seats and Trim

Front seats:	Front center	Power passenger	bucket	armrest	seat	Power driver	3rd row seats:	Split folding	seat
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Powertrain

Fuel economy city: 17mpg	Horsepower: 290hp @ 6,500RPM	Fuel economy highway: 23mpg	Manual-shift auto: SelectShift	Sequential multi-point fuel Injection	Fuel tank capacity: 18.6gal.	combined: 19mpg	Recommended fuel: Regular Unleaded	torque: 255 lb.-ft. @ 4,000RPM	four-wheel
Transmission: 6 speed automatic	Variable valve control	Engine liters: 3.5	Fuel economy	Cylinder configuration: V-6	Engine location: front	Drive type:	Number of valves: 24		

Body Exterior

Spoiler	Tailpipe finisher:	Turn signal	chrome	indicator mirrors	Power door	Bumpers: body-	Heated door	mirrors
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Specs and Dimensions

3rd row headroom: 960mm (37.8")	Compression ratio: 10.80 to 1	Engine horsepower: 290hp @ 6,500RPM	Exterior length: 5,006mm (197.1")	Engine torque: 255 lb.-ft. @ 4,000RPM	volume: 2,285 L (81 cu.ft.)	Wheelbase: 2,860mm (112.6")	(151.7 cu.ft.)	1,557mm (61.3")	Interior cargo volume: 595 L (21 cu.ft.)
Rear legroom: 1,011mm (39.8")	Front headroom: 1,052mm (41.4")	Exterior height: 1,803mm (71.0")			Front hiproom: 1,455mm (57.3")			Engine bore x stroke: 92.5mm x 86.7mm (3.64" x 3.41")	Rear hiproom: 1,440mm (56.7")
3rd row hiproom: 1,034mm (40.7")	Exterior body width: 2,004mm (78.9")	Front legroom: 1,031mm (40.6")	Turning radius: 5.9m (19.4')	Passenger volume: 4,296L	Front shoulder room: 843mm (33.2")	3rd row shoulder room: 1,290mm (50.8")		Engine displacement: 3.5 L	Rear shoulder room: 1,029mm (40.5")

Safety and Security

Traction control	Knee airbag	Electronic stability	airbag	impact airbags	Security system	impact airbags	brakes
Occupant sensing	Dual front	ABS brakes	Perimeter/approach lights	front side	4 wheel disc	Overhead Ignition	Panic alarm



Date: 12/2/2016
 Salesperson: Brad Hand

Guest Approval

GUEST INFORMATION

Guest Name: *Town Of Bucksport Sean Geagan*
 Address: *Bucksport, ME 04416*
 Home Telephone No.: *207-469-7951*
 E-Mail: _____
 Work Telephone No.: _____
 Birth Date: _____

VEHICLE DESCRIPTION

Make/Model Description: *Ford Explorer*
 Year: *2013* Color: *Black* Mileage: *00046.0*
 Stock No.: *9-1-5-7-8-9* VIN No.: *1FMSR8D87DGC881116*

Option 4 - Salesperson's Choice - Rebate of \$10

Down Payment	0	1,000	2,000
42 Months/6.99**	501.98	475.00	449.01
48 Months/6.99**	446.62	422.61	398.60
54 Months/6.99**	403.62	381.93	360.23

** Based on an Avg. A.P.R., 45 Days to 1st Pmt.

Retail Value	24,989.00
Savings	3,923.00
Rebate	0.00
Adjusted Sale Price	21,066.00
Trade Value	2,500.00
Trade Difference	18,566.00
Dealer Handling Fee	0.00
Taxable Fees	0.00
Sales SubTotal	18,566.00
Tax	0.00
Non Taxable Fees	2.00
Trade Balance	0.00
Tag Fee	33.00
Net Sales Price	18,601.00
Down Payment	0.00
Balance Remaining	18,601.00

Guest Approval

Monthly payments based on average APR. Final terms of your loan may differ depending on actual terms of financial institution. Terms, conditions and are negotiable. This is an offer to sell/purchase. See dealership Buyer's Order for final figures, terms and conditions.

Management Approval

With Dealer Approval



Kelley Blue Book The Trusted Resource®

C THE ALL-NEW 2017
GRAND CHEROKEE TRAILHAWK®
 Free to be one step...and one stop ahead

SEARCH INVENTORY

Legal

Advertisement

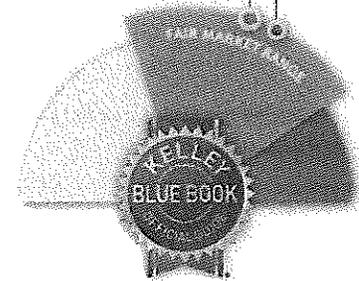
Used 2013 Ford Explorer Pricing Report



Style: XLT Sport Utility 4D
Mileage: 64,000

Buy from a Dealer

Fair Market Range \$18,561 - \$23,132	Suggested Retail Price \$21,388
Fair Purchase Price \$20,847 (\$417/month)*	



Based on Good Condition or Better

Fair Purchase Price valid for your area through 12/8/2016

Vehicle Highlights

Fuel Economy: City 17/Hwy 23/Comb 19 MPG	Max Seating: 7
Doors: 4	Engine: V6, 3.5 Liter
Drivetrain: 4WD	Transmission: Auto, 6-Spd w/SelShft
EPA Class: Standard Sport Utility Vehicles	Body Style: Sport Utility
Country of Origin: United States	Country of Assembly: United States

Your Configured Options

Our pre-selected options, based on typical equipment for this car.

✓ Options that you added while configuring this car.

Engine

V6, 3.5 Liter

Transmission

Auto, 6-Spd w/SelShft

Drivetrain

4WD

Braking and Traction

Hill Descent Control
 Hill Start Assist Control
 Traction Control
 AdvanceTrac
 ABS (4-Wheel)

Comfort and Convenience

Anti-Theft System
 Keyless Entry
 Air Conditioning
 Air Conditioning, Rear
 Power Windows
 Power Door Locks
 Cruise Control

Steering

Power Steering
 Tilt & Telescoping Wheel

Entertainment and Instrumentation

AM/FM Stereo
 MP3 (Single Disc)
 SiriusXM Satellite
 MyFord
 SYNC

Safety and Security

Parking Sensors
 Dual Air Bags
 Side Air Bags
 F&R Head Curtain Air Bags
 Knee Air Bags

Seats

Power Seat

Roof and Glass

Privacy Glass

Exterior

Fog Lights

Wheels and Tires

Alloy Wheels

Exterior Color

✓ Black

Glossary of Terms

Suggested Retail Price - Suggested Retail Price is representative of dealers' asking prices. It assumes that the vehicle has been fully reconditioned and takes into account the dealers' profit and costs for advertising. The final sale price will likely be less, depending on the car's actual condition, popularity, warranty and local market factors.

Kelley Blue Book® Fair Purchase Price (Used Car) - This is the price people are typically paying a dealer for a used car with typical mileage in good condition or better. This price is based on actual used-car transactions and adjusted regularly as market conditions change.

Fair Market Range (Used Car) - The Fair Market Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for a vehicle with typical mileage and configured with your selected options, excluding taxes, title and fees when purchasing from a dealer. Each dealer sets and controls its own pricing.

Kelley Blue Book® Certified Pre-Owned (CPO) Price - This is the dealers' asking price of a car that meets the manufacturers' CPO program, which includes an additional warranty beyond the original factory warranty. It includes certification program costs, dealer profits and retail costs. The final price depends on the car's actual condition, popularity, warranty and local market factors.

Fair Market Range (CPO) - The Fair Market Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for this year, make and model Certified Pre-Owned vehicle with typical mileage configured with your selected options, excluding taxes, title and fees. Each dealer sets and controls its own pricing.

Kelley Blue Book® Private Party Price - This is the starting point for negotiation of a used-car sale between a private buyer and seller. This is an 'as is' value that does not include any warranties. The final price depends on the car's actual condition and local market factors.

Private Party Range - The Private Party Range is Kelley Blue Book's estimate of what you can reasonably expect to pay this week for a vehicle with typical mileage in the selected condition and configured with your selected options, excluding taxes, title and fees when purchasing from a private party.

Excellent Condition - 3% of all cars we value. This car looks new and is in excellent mechanical condition. It has never had paint or bodywork and has an interior and body free of wear and visible defects. The car is rust-free and does not need reconditioning. Its clean engine compartment is free of fluid leaks. It also has a clean title history, has complete and verifiable service records and will pass safety and smog inspection.

Very Good Condition - 23% of all cars we value. This car has minor wear or visible defects on the body and interior but is in excellent mechanical condition, requiring only minimal reconditioning. It has little to no paint and bodywork and is free of rust. Its clean engine compartment is free of fluid leaks. The tires match and have 75% or more of tread. It also has a clean title history, with most service records available, and will pass safety and smog inspection.

Good Condition - 54% of all cars we value. This car is free of major mechanical problems but may need some reconditioning. Its paint and bodywork may require minor touch-ups, with repairable cosmetic defects, and its engine compartment may have minor leaks. There are minor body scratches or dings and minor interior blemishes, but no rust. The tires match and have 50% or more of tread. It also has a clean title history, with some service records available, and will pass safety and smog inspection.

Fair Condition - 18% of all cars we value. This car has some mechanical or cosmetic defects and needs servicing, but is still in safe running condition and has a clean title history. The paint, body and/or interior may need professional servicing. The tires may need replacing and there may be some repairable rust damage.

Tip:

Kelley Blue Book pricing is based on actual transactions and adjusted regularly as market conditions change.

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Advertisement



Popular Ford Models Ford F150

There are 470 vehicles near you.



2016 EXPLORER

0% APR for 60 mos.
Ford Credit Financing
Plus
\$1,000
Bonus Cash*

Roll Over for Disclosure Your Local Ford Dealer

[BUILD & PRICE](#) [GET OFFERS](#)

Page 1 of 2



2013 Ford Explorer in Bucksport, ME [Change Location](#)

12 matches

[Clear All](#)

Modify Results

Radius
100 Miles

Minimum Year
2013

Maximum Year
2013

Minimum Price
Any Price

Maximum Price
Any Price

Mileage
Any Mileage

Style

- AWD / 4WD
- Commercial
- Convertible
- Coupe
- Hatchback
- Hybrid / Electric
- Luxury
- SUV / Crossover

Your Search | [Save search](#)

Ford Explorer Min Year: 2013 Max Year: 2013

[Edit this search](#) | [Start a new search](#)

Sort by

Price - Highest

Per page

25

Page 1 of 1

Sponsored Results

2013 Ford Explorer
4WD XLT

[Save](#) | [Compare](#)

\$23,895

52,376 miles
Wiscasset Ford

See all

Make

- Acura
- Alfa Romeo
- AMC
- Aston Martin
- Audi
- Bentley
- BMW
- Buick
- Cadillac
- Ford

See all

Ford Models

- Aerostar
- Aspire
- Bronco
- Bronco II
- C-MAX
- Contour
- Courier
- Crown Victoria
- E-100
- Explorer

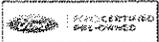
See all

Explorer Trims

- Eddie Bauer
- Limited
- Platinum
- Sport
- Sport XLS
- Sport XLT
- XL
- XLS
- XLT

Type

- New
- Used
- Certified



Exterior Color

- Beige
- Black
- Blue
- Brown
- Burgundy

The 2016 Infiniti Q50

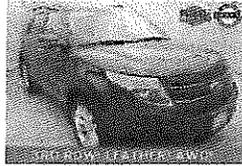
Advertisement



Dramatic Design.
Balanced Power.
Inspired Performance.

Compare Vehicles (0 of 3 selected)

Premium Listings



26

Used 2013 Ford Explorer 4WD Limited

☆ Save | Compare

\$27,000
Reduced!

54,443 miles

Black

WE FINANCE HERE! 4X4! LEATHER! 3 ROWS! BLUETOOTH AND USB INPUTS! SO MANY OPTIONS! PANORAMIC SUNROOF AND MORE! FULLY SERVICED AND RECONDITIO...



79 miles from 04416



Evergreen Subaru
1-866-430-5878



25 1

Used 2013 Ford Explorer 4WD Limited

☆ Save | Compare

\$25,968

Newly Listed

59,760 miles

Brown

As part of the Goodwin Motor Group, family owned for over 75 years, we are Maine's exclusive Land Rover and Jaguar Dealership. Benefit from...



105 miles from 04416



Land Rover Jaguar Scarborough
1-866-787-9772



- Gray
- Green
- Red
- Silver
- White

See all

Engine

- 3 Cylinder
- 4 Cylinder
- 5 Cylinder
- 6 Cylinder
- 8 Cylinder
- 10 Cylinder
- 12 Cylinder
- Electric
- Hybrid
- Rotary Engine

Transmission

- Automatic
- Manual

Features

Seller Type

Drive Type

Fuel Type

Fuel Economy

Interior Color

Doors

Listing Features



19

Model 2013 Ford Explorer 4WD XLT

Compare Vehicles (0 of 3 selected)

\$23,895

38,990 miles

Green

Price listed is MSRP. Call for our low Wiscasset Ford price. We have a huge inventory and our price is clearly marked on every vehicle on ou...



64 miles from 04416



Wiscasset Ford
1-866-716-3241



20

Used 2013 Ford Explorer 4WD XLT

☆ Save | Compare

\$24,990

37,123 miles

Gray

*XLT PACKAGE, 4X4, TOUCH SCREEN WITH REAR VIEW CAMERA, DUAL AUTO CLIMATE CONTROL, SYNC BLUETOOTH, SIRIUS SATELLITE RADIO, REMOTE KEYLESS ENT...

Get AutoCheck Vehicle History

64 miles from 04416



Wiscasset Ford
1-866-716-3241

Advertisement

Used 2013 Ford Explorer 4WD XLT

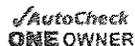
☆ Save | Compare

\$23,995

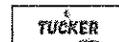
51,257 miles

Silver

At Tucker Ford we pride ourselves in having the best priced used cars in New England. We consistently monitor our prices to make sure we hav...



77 miles from 04416



Tucker Ford
1-844-754-2514

Advertisement

0% APR for 60 mos.
Ford Credit Financing
PLUS \$1,000 Bonus Cash*

BUILD & PRICE

GET OFFERS

Compare Vehicles (0 of 3 selected)

LIST YOUR CAR
IN MINUTES



Sell My Car

Autotrader

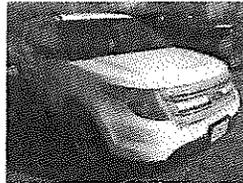
Advertisement

THERE'S
AN EASIER
WAY TO
SELL
YOUR CAR



Autotrader

Sell My Car



6

Used 2013 Ford Explorer 4WD XLT

☆ Save | Compare

\$23,995

49,725 miles

White

BUCKET SEATS LOCAL TRADE-IN. Comfort Package, Driver Connect Package (Electrochromic Interior Rear-View Mirror, SYNC w/MyFord Communicati...

Get AutoCheck Vehicle History

40 miles from 04416



Rockland Ford Lincoln Mercury
Get this seller's phone number



20

Used 2013 Ford Explorer 4WD XLT

☆ Save | Compare

\$23,895

52,376 miles

Green

Price listed is MSRP. Call for our low Wiscasset Ford price. We have a huge inventory and our price is clearly marked on every vehicle on ou...

SHOW ME THE
GARAGE

64 miles from 04416



Wiscasset Ford
1-866-716-3241



22

Used 2013 Ford Explorer 4WD XLT

☆ Save | Compare

\$23,000

50,246 miles

White

Compare Vehicles (0 of 3 selected) ▼

79 miles from 04416



Lee Auto Mall Auburn Group
1-844-898-7192



25

Used 2013 Ford Explorer 4WD XLT

☆ Save | Compare

\$22,513

61,797 miles

Silver

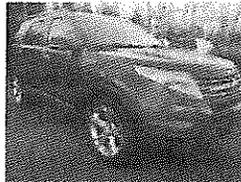
AWD! Don't let the miles fool you! Be the talk of the town when you roll down the street in this great-looking 2013 Ford Explorer. This terr...

Get AutoCheck Vehicle History [↗](#)

99 miles from 04416

Yankee Ford

Yankee Ford
Get this seller's phone number



12

Used 2013 Ford Explorer 4WD Limited

☆ Save | Compare

No Price Available

Newly Listed

90,100 miles

Red

4 Wheel Drive!!!4X4!!!4WD** Runs mint!!! New Inventory!!! CARFAX 1 owner and buyback guarantee!!! It's ready for anything!!!! Come and get i...

Get AutoCheck Vehicle History [↗](#)

119 miles from 04416



Arundel Ford
1-866-618-3559

Advertisement

RESOLVE #R-2017-35 TO SET THE TOWN MILEAGE REIMBURSEMENT RATE AT THE IRS MILEAGE REIMBURSEMENT RATE FOR BUSINESS MILES

Whereas, the employees of the Town of Bucksport travel to meetings, trainings, and as part of their job responsibilities by using their own personal vehicles, and

Whereas, the Town of Bucksport reimburses employees for the use of their personal vehicles for these purposes, and

Whereas, the mileage rate for this purpose at present has no foundation in the cost of vehicle operation or use, and

Whereas the Town of Bucksport seeks to standardize the mileage reimbursement rate by adopting the annual Internal Revenue Service business mileage reimbursement rate,

Be it resolved by the Bucksport Town Council in Town Council assembled, beginning January 1, 2017 to adopt the IRS business mileage reimbursement rate as the mileage reimbursement rate for Bucksport Town employees and elected and appointed officials.

Acted on December 8, 2016

Yes ___ No ___ Abstained ___

Attested by: Kathy Downes, Town Clerk

**RESOLVE #R-2017-36 TO ALLOW THE GREAT POND MOUNTAIN
CONSERVATION TRUST TO CREATE A VERNAL POOL PROJECT NEAR THE
MILES LANE TRAILS**

Whereas, the Great Pond Mountain Conservation Trust seeks to work cooperatively with the Town of Bucksport to enhance the Miles Lane Trails, and

Whereas, the Great Pond Mountain Conservation Trust, wishes to do a project to highlight a large vernal pool adjacent to the trail, and

Whereas, the supplies, equipment, and construction of the footpath, cedar bog bridging, boardwalk, and platform would all be provided by the Great Pond Mountain Conservation Trust as well as fourth grade school students, and

Whereas a permit is needed from the Town of Bucksport to do this work, which is issued by the Code Enforcement Officer, and

Whereas the Town Council must approve the project prior to issuance of a permit by the Code Enforcement Officer,

Be it resolved by the Bucksport Town Council in Town Council assembled to grant approval of the plan submitted by the Great Pond Mountain Conservation Trust for work in an around a vernal pool

Acted on December 8, 2016

Yes ___ No ___ Abstained ___

Attested by: Kathy Downes, Town Clerk

**RESOLVE #R-2017-37 TO ADVERTISE FOR PUBLIC SALE OF A FORECLOSED
MOBILE HOME LOCATED ON MAP 33 LOT 20**

Whereas, a vacant mobile home located on Map 33 Lot 20 formerly owned by Richard Gainer has been foreclosed on by the Town for nonpayment of sewer charges dating back to 2014, and

Whereas, the vacant mobile is located on a lot not owned by Richard Gainer, and

Whereas, the Town of Bucksport has made all legal notifications to the record owner of the vacant mobile home to attempt to collect the amounts owed but has had no response from him, and

Whereas the property owner of Map 33 Lot 20 wishes to sell the land on which the mobile home is located, and

Whereas the Town of Bucksport is now the record owner of the vacant mobile home, and

Whereas the Town of Bucksport wishes to attempt to sell the vacant mobile home and have it removed from the lot to avoid the cost of demolition and removal,

Be it resolved by the Bucksport Town Council in Town Council assembled to advertise for the sale of the vacant mobile home located at Map 33 Lot 20.

Acted on December 8, 2016

Yes ___ No ___ Abstained ___

Attested by: Kathy Downes, Town Clerk

RESOLVE #R-2017-38 TO APPROVE THE USE OF UP TO \$18,000 FOR THE PURCHASE OF A REPLACEMENT CRUISER FOR THE POLICE DEPARTMENT

Whereas, the Town of Bucksport maintains a full time police department, and

Whereas, the Town of Bucksport has formerly had a four car purchase rotation for police cruisers, and

Whereas the current 2010 vehicle being utilized in the department as an on-call vehicle by the Chief has a value less than the cost of needed mechanical repairs, and

Whereas the current 2011 vehicle in the department used as the on-call vehicle for the police sergeant is also in poor mechanical and physical condition, and

Whereas, the Town seeks to alter the rotation to a three car rotation and utilize a used vehicle for the Police Chief vehicle, and

Whereas the Police Equipment Reserve has sufficient funds to purchase a used vehicle for the use of the Chief and as a backup, and

Whereas this plan still allows for the replacement of the 2011 vehicle in the 2017-2018 year in a three vehicle rotation which would replace the current front line day cruiser and move that to the front line night cruiser and the current night cruiser to the sergeant on-call vehicle, and

Whereas this proposal eliminates the need to expend repair funds on vehicles in excess of their value,

Be it resolved by the Bucksport Town Council in Town Council assembled to allow the expenditure of up to \$18,000 from Police equipment reserve for the purchase of a used vehicle to replace the 2010 Police Cruiser.

Acted on December 8, 2016

Yes ___ No ___ Abstained ___

Attested by: Kathy Downes, Town Clerk

Municipal
QUITCLAIM DEED

10a

Know all Persons by these Presents,

That the Inhabitants of -----TOWN OF BUCKSPORT-----
A body corporate and politic, located at-----BUCKSPORT-----
in the County of ----HANCOCK---- and State of Maine,
in consideration of one dollar and other valuable consideration paid by

BRIAN L. MANNING

whose mailing address is

1219 MILLVALE ROAD, BUCKSPORT, ME 04416

the receipt whereof it does hereby acknowledge, does hereby *remise, release, bargain,*
sell and convey, and forever *quitclaim* unto the said

BRIAN L. MANNING

heirs and assigns forever, all its right, title and interest in and to the following described
real estate situated at 1219 MILLVALE ROAD, BUCKSPORT-----
in the County of---HANCOCK--- and State of Maine:

LOCATED ON MAP 22 LOT 22 OF THE ASSESSORS TAX MAPS FOR THE TOWN
OF BUCKSPORT, CONSISTING OF 54 MAPS NUMBERED FROM 1 THRU 53
INCLUSIVE, WHICH ARE ON FILE AT THE TOWN OF BUCKSPORT MUNICIPAL
OFFICE, 50 MAIN STREET, BUCKSPORT, MAINE.
(TRIO REAL ESTATE ACCT#2957)

Meaning and intending to convey and hereby conveying any interest the Grantor herein
may have in the foregoing property by virtue of unpaid taxes for the tax year(s)

TAX LIEN RECORDED ON 06/17/2014 BK 6237 PG 308

AT THE HANCOCK COUNTY REGISTRY OF DEEDS

To have and to hold the same, together with all the privileges and appurtenances there unto belonging to the said

BRIAN L. MANNING

heirs and assigns forever.

In Witness Whereof, the said Inhabitants of ---TOWN OF BUCKSPORT--- has caused this instrument to be sealed with its corporate seal and signed in its corporate name by its COUNCILORS thereunto duly authorized, this 8 TH day of the month of DECEMBER A.D. 2016.

*Signed, Sealed and Delivered
in presence of*

Inhabitants of TOWN OF BUCKSPORT

.....
Susan Lessard (Witness to All)

.....
Robert G. Carmichael Jr.
.....
Paul R. Gauvin
.....
David W. Kee
.....
David G. Keene
.....
Paul F. Rabs
.....
Peter L. Stewart
.....
Joseph N. York

STATE OF MAINE, COUNTY OF HANCOCK ss. DECEMBER 8, 2016.

Then personally appeared the above named COUNCILORS
And acknowledged the foregoing instrument to be THEIR free act and deed in
THEIR said capacity, and the free act and deed of said body corporate.

Before me,

.....
Kathy L. Downes, Notary Public
State of Maine – Hancock County
My commission expires: May 15, 2023

11a

TRANSFER STATION MONTHLY REPORT						
MONTH		<u>November</u>		YEAR		<u>2016</u>
TRIPS	<u>6</u>	TOTAL WEIGHT	<u>157,423</u>	LBS	<u>78.8</u>	TONS
<u>6</u>	BALES OF NEWSPAPER					
<u>11</u>	BALES OF CARDBOARD					
<u>6</u>	BALES OF MIXED PAPER					
<u>3</u>	BALES OF PLASTIC					
SHIPPED						
<u>4</u>	LOADS OF DEMO		TOTAL WEIGHT	<u>47,010</u>	LBS	<u>23.57</u> TONS
<u>2</u>	LOADS OF METAL		TOTAL WEIGHT	<u>14,340</u>	LBS	<u>7.17</u> TONS
<u>0</u>	LOADS OF TIN CAN		TOTAL WEIGHT	<u>0</u>	LBS	<u>0</u> TONS
<u>0</u>	LOADS OF REFRIGERATORS		TOTAL WEIGHT			
	<u>0</u>	LBS	<u>0</u>	TONS	#UNITS	<u>0</u>
SHIPPED						
	<u>12</u>	BATTERIES				
	<u>0</u>	PROPANE TANKS				
WASTE OIL <u>150</u> PUMPED GALLONS						
ITEMS GIVEN AWAY <u>2300</u> LBS						
MONEY IN:						
FCR GOODMAN	\$		<u>1,320.60</u>			
D M & J	\$		<u>0</u>			
UNIV. RECYCLING	\$		<u>0</u>			
TRANS. STATION	\$		<u>2,090.45</u>			
TOTAL \$ IN	\$		<u>3,411.05</u>			

**Community & Economic Development
November 2016 Activities
Submitted by Rich Rotella**

Heart & Soul Meetings:

- I attended (1) 2 hour Heart & Soul Meeting,
- I attended (2) 1 Hour Heart & Soul Meetings,
- I met with new coordinator & assistant for 3 hour meeting,

Educational Meetings:

- I attended (2) 2 Hour Loan Committee Meeting with EMDC in Bangor,
- I attended the Maine Digital Government Summit in Augusta,
- I attended a converting to LED street lighting session in Bangor,
- I attended the DART award ceremony,
- I attended a hire, train, and retain education by EMDC.

Community Meetings & Events:

- I attended the Economic Development Committee meeting,
- I attended a Main St Bucksport meeting,
- I attended a Chamber of Commerce meeting,
- I attended a downtown decorating meeting,
- I attended the comprehensive plan meeting,
- I attended the library trustee meeting,
- I attended the recreation committee meeting,
- I attended a RSU 25 Leadership meeting.

Economic Development:

- I met with 3 prospective business owners,
- I met with Verna Cox regarding USS Roosevelt Museum several times during the month,
- I met with the town manager, mayor, Senator King and his group at town office & AIM site,
- I met with Amy Powers of Cruise Maine to discuss 2018 cruise ship visit and other cruises,
- I met with 4 current business owners about business in Bucksport,
- I assisted with Election Day on November 8th,
- I participated with the ribbon cutting for Small Business Saturday.

Town Meetings:

- I attended the only Town Council Meeting during the month.

Community Service:

- I coached 4 hours of indoor soccer in Brewer for our 2 travel soccer teams
- I assisted with the placing of the Christmas trees in the barrels
- I assisted with the checking of the holiday lights in the Chamber of Commerce Building
- I attended a Little League meeting.

FROM: JAY LANPHER, PUBLIC WORKS DIRECTOR

TO: SUSAN LESSARD, TOWN MANAGER

REF: PUBLIC WORKS DEPARTMENT NOVEMBER 2016

DATE: DECEMBER 7, 2016

The 1000 ft extension project of the Heritage Park Road is now completed. During this month the crew finished and mulched the drainage ditches. Vaughn D. Thibodeau II contractors applied approximately 386 tons of asphalt for the base coat of pavement on the 17th. The manhole structures were then raised to pavement height and the shoulders filled and compacted. The surface layer of pavement is planned for next years paving season.

Ten new "No Parking" signs were installed along Franklin Street in accordance with changes made to the parking ordinance by the Town Council.

The crew filled shoulders all around town to address problem areas around mailboxes identified by the Post Master earlier this Fall.

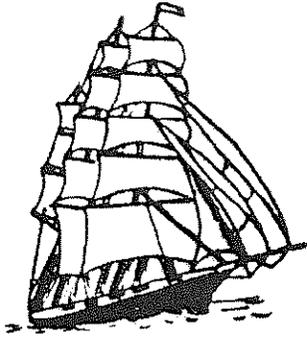
Upper Long Pond Rd saw some repair to sections with potholes and the turn around at the Towns Sludge storage area to ease the turning process for plow trucks as well as provide parking for hikers in the area.

The crew removed a failing section of fence at the rear of the Buck Memorial Cemetery and prepared the ground for new fence that was installed by Allen Farm Fence Co.

All cement and railings were completed and sealed by SUNSET DEVELOPMENT INC for the sidewalk improvement project. The company will return in the Spring and touch up any grass or pavement that needs finishing.

The crew delivered more than 54 Christmas trees in barrels to Main St and surrounding businesses that were prepped by the Christmas tree committee.

Myself and the crew attended an Ice and Snow Control Training put on by Maine Local Roads Center, a division of MDOT on November 2.



Chief Sean P. Geagan

BUCKSPORT POLICE DEPARTMENT

PUBLIC SAFETY BUILDING, 89 FRANKLIN STREET
P.O. BOX C-1, BUCKSPORT, MAINE 04416
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BUCKSPORT POLICE DEPARTMENT

MONTHLY REPORT

NOVEMBER 2016

Chief Sean Geagan:

In the month of November the Police Department participated in the community Health Fair at the Bucksport Regional Health Center. We met with several individuals about safety in their homes and our Elder Watch Program. We signed up additional people to this program while at the fair. With the additions from the fair and the forms that we handed out to be returned we will be at 115 people in this program and we continue to use this program on a monthly basis.

I attended my monthly meeting at the Maine Criminal Justice Academy this month with the Maine Chiefs of Police Association. The topics on this month's agenda were wide spread. There were discussions with the Maine Sheriffs Association on the recent events at the polls and this all went very well. This organization is very busy and always has a lot of issues to work on.

I conducted our Exit Poll that we complete every four years at the Presidential Election. We had nearly 400 citizens fill out the survey and the results are being compiled and will be out in the months to come. I had several conversations with our citizens throughout the day and the evening and this went very well.

I was asked to attend a community event at Husson University this month. I participated with other law enforcement agencies at this event to bring sports teams and public safety together. This event went very well and we met with the Husson University men's basketball team before the game and had conversations with them about the world today and the events that have come up in the past several months. We then went on the floor with them for the national anthem before the game. This event was very well attended and went very well.

I attended the Bucksport Area Child Care Center board of directors meeting this month. This meeting focused on renovations for the existing building and evaluations for the director of this facility.

I also attended the Recreation Committee meeting this month. I continue to chair this committee. There is a lot on the agenda for this organization in the months to come.

We had several Thank You cards delivered to the department this month. I have added them to this report.

Sergeant David Winchester:

Sergeant Winchester and several members of the Bucksport Police Department attended the Bucksport Regional Health Center's senior citizen fair this month. This gave the Police Department an opportunity to discuss the Elder Watch program and recruit more members. The fair was very successful and there were many new members added to the program!

Sergeant Winchester continues to work on establishing a Hancock County Violent Offender Task Force. The Task Force will include members of Hancock County Law Enforcement agencies tasked with locating violent offenders wanted on outstanding warrants or probation violations. Although the process is in the early stages, several agencies are interested in participating in the program.

This month, Sergeant Winchester assisted Officer Marcel on a sexual assault case. The initial complaint came to Officer Marcel while he was performing his duties as the School Resource Officer. As a result of the investigation, Dereck Whalen, 23 year of Bucksport was charged with *sexual abuse of a minor*.

Sergeant Winchester also assisted Officer Steve Bishop and Officer Dan Harlan on a domestic assault incident. As a result of this investigation, David Craig, 36 years old from Bucksport was arrested and transported to the Hancock County Jail. He was charged with felony domestic assault.

He also charged Joseph French, 19 of Bucksport for violation of conditional release after a routine bail compliance check. Also, Michelle Wooster was charged with operating after suspension.

Sergeant Winchester conducted 2 bail compliance checks and a probation compliance check this month. One person was found to be in violation of his bail conditions.

He also completed the task of updating the Police Departments Policies and Procedures. Officer Ryan Knight and Officer Robert Findlay were members of the Policy Review Team and have been working over the 2016 year to update and review all of the policies. This month, Sergeant Winchester provided the update and changes to Chief Geagan.

Sergeant Winchester participated in the Hancock County's RIDE Detail this month. Members of the team conducted a saturated patrol in the Hancock/Sullivan area looking for drivers under the influence of drugs or alcohol. The RIDE team has

conducted several of these details including Sobriety Checkpoints. It has been very successful over the short period of time it has been in existence.

Patrol:

The patrol division had 5 arrests, 10 citations, 143 violations, for a total of 158 contacts this month. There were 360 CAD calls for police services this month. The patrol division handled 16 motor vehicle accidents this month. I have included a map of all the calls for service for the Police Department this month.

Officer Matt Schmidt had 8 summons, 66 violations, Sergeant Winchester had 2 summons, 45 violations, Officer VanBuckley had 11 violations, Officer Findlay had 10 violations, Officer Knight had 9 violations, Officer Harlan had 5 violations, ACO Joy, Officer Marcel, Officer Fitch and Chief Geagan all had 2 violations, Officer Welch had 1 violation, A partial list of complaints handled along with percentage of time spent for the month are attached to this report.

The department has six areas of crime that are reported each month to the uniform crime reporting system. These areas cover; Criminal Homicide, Forcible Rape, Robbery, Assault, Burglary and Theft. In the month of November we had 0 Criminal Homicides, 0 Forcible Rape, and 0 Robbery. We had 1 assault, 1 burglary, we had 5 thefts and we cleared 3.7 actual offenses reported, and we cleared 4 this month. Cases can be cleared by an arrest or exceptional means. This means that the case was solved in one form or another. Keep in mind that cases from previous months that we clear will show up on this months report.

Officer Matt Schmidt attended the community event at his Alma Mata Husson University. He met with the basketball team before the game and stood with them during the national anthem. A Job Well Done!!

Officer VanBuckley and Sergeant Winchester both received cards of thanks this month from citizens, they are attached to this report. Another Job Well Done!!

School Resource Officer

In the month of November Officer Marcel was very busy with several cases this month. He attended the student of the month assembly at Bucksport High School. He continues to meet with several students in reference to several different items. He continues to assist both students, staff and administration in all schools. This position is very busy and has proven to be very beneficial to the department, the school and the community as a whole. Every case and or community project that he works on is time that is not spent by patrol personnel on these projects and cases.

Dispatch:

In the month of November the dispatch center made 4363 radio log entries. A total list from the new system is attached to this report, this includes percentages. All of these calls are taken by the dispatch and put into the computer aided dispatch system and dispatch to the appropriate units. The dispatch center completed 71 burn permit this month; they completed 1 concealed weapons permits. They also completed Court Work, Payroll, and Purchase Orders for billing purposes along with answering all calls and greeting the public at the Public Safety Building. The Dispatch Center once again met with all of the trick or treaters that visited the public safety building this year and there were a lot of them, a job well done!!!

Animal Control:

In the month of November Officer Joy handled 20 animal complaints. Officer Joy took in dog and 9 cats from Bucksport, 1 cat from Prospect, 1 dog from Orrington, 4 cats from Orland, and 4 dogs from Hampden. He had 2 dogs and 1 cat reclaimed, 4 cats were adopted this month, and 2 cats were transferred to another facility.

Police Advisory Committee:

The Police Advisory Committee met this month. We had a full presentation of the new Spillman Records Management System form Chris Grindle. I have attached the minutes from this meeting to this report.

Respectfully submitted,



Sean P. Geagan
Chief of Police



Bucksport Police Department

Total CAD Calls Received, by Nature of Call

<u>Nature of Call</u>	<u>Total Calls Received</u>	<u>% of Total</u>
911 Call	10	2.74
Abandoned Vehicle	1	0.27
Agency Assistance	19	5.21
Alarm	6	1.64
Animal Problem	20	5.48
Assault	1	0.27
Burg-Res Unlaw Entry	4	1.10
Check Well-Bein	9	2.47
Citizen Assist	12	3.29
Citizen Dispute	5	1.37
Civil complaints	5	1.37
Criminal Mischief	3	0.82
Concealed Weapons Permit	1	0.27
Disabled Motorist	1	0.27
Disorderly Conduct	2	0.55
Domestic Argument	3	0.82
Drug Intell	2	0.55
Poss. of drug paraphernalia	1	0.27
Fire	4	1.10
Found Property	6	1.64
Fraud	1	0.27
Phone or Other	5	1.37
Information Report	22	6.03
Juvenile Problem	5	1.37
Lost Property	3	0.82
Medical Emergency	8	2.19
Missing Person	1	0.27
Motor Vehicle Complaint	22	6.03
Noise Complaint	2	0.55
Traffic Accident w/ Damage	15	4.11
Traffic Accident, w/ Injuries	1	0.27
RIDE Detail	1	0.27
Security Check	4	1.10
Serve Protection Orders	6	1.64
Serve Subpoena	1	0.27
Special Detail	3	0.82
Attempted Suicide	1	0.27
Suspicious Person/Circumstance	18	4.93
Theft	4	1.10
Traffic Control	1	0.27
Traffic Hazard	7	1.92
Traffic Violation	107	29.32
Trespassing	3	0.82
Unattended Deat	1	0.27

<u>Nature of Call</u>	<u>Total Calls Received</u>	<u>% of Total</u>
Vandalism	1	0.27
Viol.Cond.Rel.	2	0.55
Violation of Protection Order	4	1.10
Warrant Arrest	1	0.27

Total reported: 365

Report Includes:

All dates between '00:01:00 11/01/16' and '00:01:00 12/01/16', All nature of incidents, All cities, All types, All priorities,
All agencies matching 'BKPD'

pinmap



THANK YOU

Chief Geagan,

I just wanted to say thank you for all of your help on Question 3. You were an amazing ally from the very beginning. Your voice was critical and despite the disappointing outcome, I hope the Campaign had a positive impact. We could not have done it without you.

Sincerely, David Franklin



Dear Officer VanBuckley,

12/27/16

We here at Gilbertport headquarters
~~wanted~~ to tell you thank you for
helping out this year. Standing
in the rain sure was fun 😊

Justin Wombaelen + Crew
Head Guard

Dear Chief of Police,

10/30/16

We were traveling through
Buckport ~~Sunday~~, Oct. 16
and we had a flat tire on
our rental car. Your detective/
sergeant, David Winchester,
graciously stopped to help,
we changed the tire to the
donut and offered his assistance
in locating a replacement for
the tire. We wanted to let
you know how appreciative
we are for his help and
his kindness when we
really needed it! We
made our visit to the Year-
England state more enjoyable
by helping us with our
business needs.

Your kindness

is appreciated very much.



Sincerely,
Quaty and Janet Spear
Myrictown, Tennessee



Thank You

Red Knights Motorcycle Club, Maine, LLC

Thank you for assisting
our club with traffic
control and keeping all
of our participants safe.

RKMC

Maine IX

BUCKSPORT POLICE ADVISORY COMMITTEE

MINUTES OF THE MEETING 15 NOV 2016

ATTENDANCE: CHIEF GEAGAN, GAUVIN, GRANT, FOSTER, VINTON + SEE. SPECIAL GUEST STAR: CHRIS GRINDLE.

MEETING CALLED TO ORDER AT 13:00, SEE WAS LATE BUT CAUGHT UP FAST.

NO MINUTES FROM PRIOR MEETING.

NO QUESTIONS ON CHIEFS MONTHLY REPORT.
UPDATE ON GRANTS AND SEATBELTS.

SPEEDING ON ROUTE 46 IS AN ONGOING ISSUE. PATROL IS WORKING THE ROAD AND THERE IS AT LEAST ONE STOP PER DAY ON 46.

MEMBER FOSTER INQUIRED ABOUT DISTRACTED DRIVERS.

DIVERSION PROGRAM IS ONGOING, DOING WELL KEEPING JUVENILES OUT OF COURT

SUMMER PATROL VERY SUCCESSFUL. LITTLE CRIME, PUBLIC HAS MADE SEVERAL FAVORABLE REPORTS TO THE CHIEF.

ELECTION DAY EXIT POLL RESULTS WILL BE AVAILABLE NEXT MEETING.

CHRIS GRINDLE PRESENTED A VERY DETAILED DEMONSTRATION OF THE NEW SPILLMAN REPORTING SYSTEM. A NEW WAY OF BUSINESS FOR THE DEPARTMENT PUTTING THE DEPARTMENT ON THE CUTTING EDGE OF INFORMATION FOR ALL MEMBERS IN REAL TIME.

MILES LANE PARKING ISSUE SOLVED BY THE CHIEF TO THE DISGRUNTLEMENT OF SOME BUT A HUGE IMPROVEMENT IN PUBLIC SAFETY.

OLD BUSINESS: NONE

DISCUSSION: VINTON ASKED ABOUT 2017 GRANTS. SPEED SIGN UP ON MAIN STREET AND WORKING VERY WELL. CHIEF HAS APPLIED FOR ANOTHER AT NO COST TO TOWN. AN ADVERTISEMENT FOR A NEW PATROL OFFICER IS BEING PLACED IN ANTICIPATION OF THE TOWN HAVING A VACANCY. THIS IS NOT AN ADDITION TO EXISTING STAFF.

NEXT MEETING: 20 DEC 2016 AT 13:00. ALL MEMBERS TO WEAR SANTY CLAUS HATS.

RESPECTFULLY SUBMITTED:

D SEE, CITIZEN MEMBER