

To: Mayor MacLellan-Ruf and Members of the Council
From: Audra Caler-Bell, Interim Acting City Manager
Date: November 4, 2016
RE: City of Rockland Weekly Report

OFFICE OF THE ACTING CITY MANAGER/COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR

- *The Department Heads met with Mary Costigan from Bernstein Shur. Mary, who is the former in-house City Attorney for Portland, will be Rockland's point person. We discussed the process City Administration will use to seek legal counsel, which is very similar to the Town of York (I sent a copy of this policy to the Council in early October).*
- *A major focus of the last two weeks has been human resources related projects, particularly getting a program in place for staff to complete all mandatory training, updating all safety related training, policies and procedures and getting a framework in place for annual staff performance planning and reviews.*
- *REDAC had their monthly meeting last week. There has been a lot of discussion regarding the need to reach out to housing developers to determine if there is potential interest in doing targeted projects to address shortages in workforce housing. To this end REDAC is planning to organize and host a forum with housing developers, which will most likely take place early next calendar year.*
- *I've had a number of informal conversations with organizations such as Habitat for Humanity, Knox County Homeless Coalition & Hospitality House and Broadreach Family and Community Services who all see an urgent need for emergency and transitional housing for families and elderly Knox County residents. While this is a regional issue Rockland can certainly help to begin facilitating this conversation.*
- *I received a cable television franchise agreement from Lincolville Communications Inc., which I have attached to this report. Lincolville Communications is committed to providing this service to customers in Rockland regardless of whether the City chooses to sign a franchise agreement. However, the Council may wish to consider the advantages and disadvantages to entering into this agreement. Lincolville Communications has offered to present to the City Council at your convenience. In the meantime I have sent a copy of this agreement to Bernstein Shur for preliminary review.*

OFFICE OF THE PUBLIC SERVICES DIRECTOR

- *Completed plantings for Parks and Recreation committee*
- *Continued Support of installation of Salt and Sand Shed:*
 - *Continued oversight and inspection*
 - *Worked with contractor to install loading ramp*
- *Mechanics continue preparing for snow removal*
- *Mechanics addressed engine issue with DPS Ford Van*
- *DPS took possession of out of service cruiser from PD. Mechanics performed several repairs and lettered vehicle to match with DPS*
- *Removal of trash from city receptacles*
- *City wide sweeping*
- *Citywide Sign repair*

City Manager's Weekly Report

- Crews continue City wide autumn leaf and Brush removal
- Transfer Station bulldozer tracks and final drive cleaned of debris
- Addressed issues with cracksealer machine, changed from back of truck body to single use trailer
- Pumps re started at transfer station after rain event
- Process to address damage to granite bollard on Glovers Passage begun
- Continued to work with area contractors and utilities in bringing them up to speed on the new street opening permit
- Loaned RSU 13 traffic control devices
- Continued dealings with MDOT to receive current inspection report for Thompson's Meadow Bridge
- Addressed total failure of catch basin at corner of School and Main
- Met with crew from Gartley and Dorsky and Prock Marine to establish grade and control for upcoming Lindsey Brook bridge project
- Ordered pipe and made preparations for Crooker, INC to arrive next week to begin work on "S curve" area of Old County Road

OFFICE OF THE LIBRARY DIRECTOR

- I met with two members of the Library Advisory Committee; though there were not enough for an actual meeting, we did have some lively discussion.
- As has been our tradition, we had plenty of candy on hand for trick-or-treaters, or, really, any visitors, on Halloween. Staff wore light costumes, all of which had some repurposed books as part of the gear.
- I attended a meeting at City Hall, to meet the City's new legal counsel, Mary Costigan from Bernstein Shur.
- City HR Consultant Laurie Bouchard returned the final versions of the Library position descriptions.
- Catinka Knoth's Adult Drawing class had the theme of Halloween pumpkins, while the participants of her Children's class drew deer.
- I've completed, and will be submitting, a grant application, for the Office for a Day project.
- Also on Wednesday, this season's second Family Place™ Library Parent-Child Workshops took place. This series is for families with children ages 0 to 3. The Parent-Child Workshops (caregivers are welcome, too) run for five consecutive Wednesdays and features toys, crafts, books and play. The guests this week were Friends' member Marilyn Trask, and Family Counselor and author, Judith Orne Hatch. Attendees are largely new to the library, and history shows they quickly become regular members.
- While Family Place™ was happening in the Community Room, guest reader Judith Andersen had a large and happy crowd of various ages and all wanted her to read *Mo Willems*. Several even recited, along with her the lines of *The Pigeon Needs a Bath!*, *Don't Let the Pigeon Drive the Bus!*, and *Knuffle Bunny Too* as well as some books by other authors. The craft for this event (as well as for Family Place Playtime) was homemade playdough put into sandwich bags with a squirt of washable coloring. As the children squeezed the bags the colors flowed and made lovely designs, which they took home; the playdough will last several weeks.
- This was a week for LEGO™ Club, held on alternating Thursdays; this week's theme was "Let's build an army". Thank you, LEGO™ Master, Jon Newton!
- The Thursday evening Arts & Cultural Event was Tom Jamrog, Triple Crown Hiker (Appalachian Trail, Pacific Crest Trail, Continental Divide Trail), who gave an illustrated talk about his June 2016

City Manager's Weekly Report

hike of the coastal Portugal Camino, a lesser known pilgrimage route. Tom's 250 mile hike started in Porto, Portugal and ended on the Atlantic Ocean in Finisterre, Spain.

- *Also on Thursday evening, Patty King trained new on-call part-time staffer, Kim Slocomb, who, due to her experience in Rockport, needed only to be brought up to speed on our policies and procedures.*
- *Friday was a Midcoast Leadership Academy Program Day for me; this month's topic is Local Government, and the City's own Valli Geiger was one of the presenters.*
- *On Saturday, the Hampstead Stage Company presented *The Prince and the Pauper*. Mark Twain's tale shows how "the grass isn't always greener on the other side." In this comedic tale, Prince Edward Tudor lives a life of luxury with servants to grant his every wish while Tom Canty spends his days begging on the streets of London. A simple switch of clothing sets them on a path they'd never dreamt possible. The Prince, mistaken for Tom, is forced to live a pauper's life, while Tom unwillingly takes on the life of a prince.*
- *Upcoming: Save the Date! Saturday, November 26 is the annual Tree Auction & Holiday House Tour. The Friends of Rockland Public Library will hold their annual Tree Auction. Tabletop decorated trees will be "silent auctioned" off in conjunction with The Historic Inns of Rockland Holiday Tour. During the tour, people can visit the inns in the neighborhood of the library. All proceeds from the Tour and Tree Auction will go directly to support the Library! Tickets for the tour will be on sale the day of the event at the Historic Inns (LimeRock, Berry Manor and Granite Inn). \$10/person. Children 12 and under, no charge.*

OFFICE OF THE POLICE CHIEF

D/C Young –

- *Completed a 7 week Executive Development Course at Roger Williams University in Bristol, Rhode Island.*
- *Attended the annual International Association of Chief of Police conference.*
- *Attended a Criminal Justice Committee meeting of the Knox County Recovery Coalition.*
- *Attended a staff meeting at Mid-Coast School of Technology to discuss safety and active shooter response.*
- *Continues to work on updating the City Safety Manual.*
- *Started the process of completing the final modules of academy mandated training for all department personnel.*

Criminal Investigations Division –

- *Continued working on active criminal investigations.*
- *Completed annual firearms training.*
- *Completed the first stage of restructuring the evidence storage room.*

Patrol Division –

- *Officers Cox and Schmitz attended a week long Crisis Intervention training.*
- *Officer Shirey completed Intoxilyzer Instructor training.*
- *Officer Shirey completed Standardized Field Sobriety Testing Instructor training.*
- *Assisted Probation & Parole with the arrest and transport of two subjects who violated their probation conditions to jail.*
- *Conducted compliance checks at establishments in Rockland that serve alcohol. No violations were found.*

City Manager's Weekly Report

- *Conducted probation compliance checks of Rockland residence that are currently on probation to make sure they were complying with the conditions of their probation.*
- *Officers conducted targeted traffic enforcement on posted roads to make sure overweight vehicles were not using them.*
- *While conducting overnight building checks, Officers located an open window at the high school and secured it.*
- *Officers conducted school visits at all schools in Rockland. The purpose of these visits is to interact with students and staff and to address any problems or concerns.*
- *Officers responded to 198 calls for service, investigated 7 traffic accidents and conducted 20 traffic stops. As a result 19 people were either summonsed or arrested for various violations.*

OFFICE OF THE CODE ENFORCEMENT OFFICER

- *Since our last Code Office report (Sept. 9, 2016), we have begun sending out letters and applications to owners of Short-Term Rentals. We are requesting that if the owners are local, they meet with John to discuss requirements and restrictions as well as design a site plan if Planning Board review is required. If owners are out-of-state, we will provide the same information via telephone. We have received five applications for Short-Term Rentals thus far.*
- *On October 11th, John attended a meeting of the Planning Board, where they approved the site plan for a daycare home occupation at 98 Pleasant Street for Melissa Byer.*
- *Bill attended two meetings of the Comprehensive Planning Commission.*
- *Bill performed six victualers' license inspections.*
- *John performed three pre-conveyance and two post-fire inspections in conjunction with the Fire Department.*
- *Roxy submitted the quarterly Plumbing Report to the State of Maine with their share of plumbing permit fees.*
- *John and Bill attended the MBOIA Spring Meadows Conference, Maine State Plumbing Code training, IRC & IBC Essentials training, Planning Day, and two MCEOA meetings. Additionally, Bill attended Local Health Officer training and IEBC Essentials training.*
- *John attended meetings of the Sprinkler Coalition, City Council, and City Department Heads.*
- *Bill attended two City Safety Meetings.*
- *John met with numerous contractors, property, and business owners regarding various proposed projects throughout the city, including meeting with owners of Jameson Point properties regarding what could be done in the shoreland zone with a gazebo.*
- *Bill met with representatives of the Department of Environmental Protection and others regarding a dredging project.*
- *John spoke to representatives from New Hope for Women regarding zoning for shelters.*
- *John gave an interview to VSTV regarding short-term rentals.*
- *Thirty complaints have been filed. We remain very busy investigating and following-up on complaint issues within the city.*
- *We issued six Certificates of Occupancy. A change of use from a single-family dwelling to an office on Tea Street, a residential addition on Gay Street Place, a change of use for a retail flower & gift shop at 15 Tillson Avenue, a condo unit on Camden Street, a residential garage on Crescent Street, and Commercial Food Manufacturing at 230 Park Street.*
- *We issued eight Notices of Violation. Two of which were regarding dangerous and abandoned buildings at 273 Camden Street and 33 North Main Street.*

City Manager's Weekly Report

- *We continue to be busy with various other permits, inspections, and assisting the public with questions. The following permits were issued by the Code Office:*
 - *28 Building Permits*
 - *16 Electrical Permits*
 - *15 Plumbing Permits*
 - *1 Floodplain Permit*
 - *1 Planning Board Permit*
 - *1 Driveway Permit*
 - *3 Sign Permits*
 - *3 Sidewalk Display Permits*
 - *2 Street/Sidewalk Encumbrance Permits*
 - *5 Sewer Connection Permits*
 - *3 Street Excavation Permits*

OFFICE OF THE WASTEWATER TREATMENT FACILITY DIRECTOR

- *Parts for the screw conveyor rebuild project began to arrive this week.*
- *Weekly inspection and testing of the ten pump stations.*
- *Cleaned and lubricated the influent bar screen.*
- *Made repairs to the bandsaw in the maintenance shop.*
- *Made repairs to the gate at the Tillson Ave. pump station.*
- *Cleaned and inspected the filters in the #1 aeration blower.*
- *Trimmed tree branches away from the roof and radio antenna at the Waldo Ave. pump station.*
- *Worked with Stultz Electric to replace and upgrade the Uninterruptable Power Supply that protects the control panel at the Ocean St. pump station.*
- *Checked an alarm for power outage at Glenwood Ave. pump station. The pump station had automatically transferred to the backup generator and switched back when C.M.P. had power restored.*
- *Completed 1700 ft. of CCTV inspection of the sewer main on Payne Avenue.*
- *Responded to a Dig-Safe request on Trinity St. for Maine Water.*
- *Smoke tested the sewer system on Camden St. in the vicinity of Bayview Square and Camden St. Terrace to confirm the connection to city sewer of properties in the area.*
- *Completed 400 ft. of CCTV inspection of the sewer main on Park Street.*
- *Assisted a contractor trying to locate a sewer lateral on the property at 98 Camden St. to repair a sewer backup.*
- *Responded to a Dig-Safe request on Park St. for Maine Water.*
- *Began entering the list of sewer users into the G.I.S.*
- *Held a Wastewater Bond Issue community information session at Council Chambers.*
- *Grab samples monitored during this week: Aeration Basins, Municipal Influent, Primary Effluent, Secondary Effluent*
- *The following tests were performed on the above grab samples throughout the week: 26 TSS tests, 25 VSS tests, 5 Phosphorous tests, 5 Microscopic evaluations, 18 Settleable Solids tests, 18 pH tests, 17 conductivity tests*
- *BOD & TSS testing for North Haven.*
- *Lab reports prepared and sent to North Haven.*
- *CSO event last Friday and probably today (although hasn't officially started yet).*

City Manager's Weekly Report

- *Maximum flow through CSO structure was 13.65MG.*
- *Average flows through secondary treatment were 2.2MGD.*

ROCKLAND



Lincolnville Telephone Company
Family of Companies
Serving Maine's
Telecommunications needs since 1904



133 Back Meadow Rd
Nobleboro, ME 04555-9202
207-563-9911

June 30, 2016

Louise MacLellan Ruf, Mayor
City of Rockland
270 Pleasant Street
Rockland ME 04841

Re: Lincolnville Communications, Inc.
Cable Television Franchise Application

Dear Ms.Ruf:

Lincolnville Communications, Inc. ("Lincolnville") requests that the City review and grant the attached Internet Protocol Television Franchise Agreement that would allow Lincolnville to provide competitive video services to the citizens of Rockland.

Lincolnville is currently in the process of enhancing its fiber network to bring robust broadband services to the citizens of Rockland and is eager to fulfill customer requests for a high-quality video product over these advanced facilities.

Accordingly, we bring to your attention the provisions of 47 C.F.R. § 76.41, a federal regulation that provides a 90-day time frame for local consideration of an application to provide competitive cable services when the applicant already is authorized to utilize local rights-of-way. Under the terms of this regulation, an applicant is authorized to provide service on an interim basis pursuant to the terms of its proposal if the local authority has not acted on the application within the 90-day time frame. We hereby formally submit such an application (attached), and inform the City that we intend to offer service on an interim basis if the City is not able to complete its review of our proposal within the 90-day time frame.

We do want to emphasize, however, that we are committed to working with the City, and look forward to productive discussions yielding a definitive franchise agreement.

An alternative approach has been used by the City of Belfast and the Town of Northport. These municipalities have provided letters that allow Lincolnville to provide Internet Protocol Television ("IPTV") in the municipalities in the absence of a franchise agreement. The template for such a letter is attached. If providing Lincolnville with such a letter would make more sense for the City than negotiating a franchise agreement, Lincolnville encourages the City to do so.

Please contact me to move forward with the process to allow Lincolnville to provide IPTV to the citizens of Rockland.

Sincerely,

Richard Manning
Vice President, Engineering and Business Development
Lincolnville Communications, Inc.
832-1315
rick@lintelco.net

cc: City Manager's Office

INTERNET PROTOCOL TELEVISION

FRANCHISE AGREEMENT

**CITY OF ROCKLAND
MAINE**

LINCOLNVILLE COMMUNICATIONS, INC.

FRANCHISE AGREEMENT

This Franchise Agreement entered into this ___ day of _____, 2016, by and between the City of Rockland, Maine (hereinafter referred to as the “City”), by its City Council (hereinafter referred to as the “Council”) and Lincolnvile Communications, Inc., a Maine corporation, a wholly owned subsidiary of Lincolnvile Telephone Company (hereinafter referred to as the “Company”).

In consideration of their mutual covenants, promises, and agreements contained herein, the City and the Company agree as follows:

I

AUTHORIZATION

A. Grant of Franchise. The City grants to the Company the right, privilege and Franchise (hereinafter referred to as the “Franchise”) for the operation of an Internet Protocol Television (hereinafter referred to as “IPTV”) System in the City. The IPTV System for which this Franchise is granted shall be for the purpose of transmission and distribution of audio and visual impulses of radio and television energy, communications, data and any other lawful purpose, in accordance with the laws and regulations of the United States of America, the State of Maine and the ordinances and regulations of the City now in existence or hereafter adopted. The foregoing description of purpose shall not be deemed a limitation of the right of the Company to use the IPTV System for any lawful purpose.

B. Assignment. Said Franchise cannot in any event, be sold, transferred, leased, assigned or disposed of in whole or part without the prior consent of the City expressed by a vote

of the Council. Such consent shall not arbitrarily or unreasonably be withheld by the City. No such sale or transfer shall be effective unless the transferee shall file a written statement with the City agreeing to be bound by all terms and conditions of this Franchise. (It shall not be deemed a sale or transfer if it be transferred to any entity owned or controlled more than 50% by the Company, nor shall it be deemed a transfer if the Company is owned by a holding company owned substantially by the same shareholders as the Lincolnville Telephone Company.)

II

OPERATIONS

A. Operations to be in Accordance with Rules. The Company shall operate its IPTV System in accordance with the rules and regulations of the Federal Communications Commission, the State of Maine and the City.

B. Equal Opportunity Employment. The Company states that it will follow Equal Opportunity laws and regulations. The Company also states that at present it has no employees and contracts its work through an affiliate company, Coastal Telco Services, Inc., who for such purposes will comply with all Equal Opportunity Employment laws and regulations.

C. Safety. The Company and its agents will comply with all safety practices, laws and rules and regulations in effect for its industry, including any local ordinances pertaining to safety and all applicable Local, State and Federal laws.

III

SERVICE STANDARDS

A. Complaint Procedures. The Company has in place its own complaint procedures with respect to the investigation and resolution of all complaints regarding IPTV operations. The

Company will handle all service requests through its business office at 133 Back Meadow Road in Nobleboro and investigate of all complaints with respect to quality of service, malfunction of equipment and other matters relating to its operations. System outages will be responded to immediately and individual outages responded to within twenty-four (24) hours of receipt and, if due to Company's equipment, shall be repaired as soon as reasonably possible. Notice of the procedures for reporting and resolving complaints will be given to each Customer by the Company at the time of application for installation of IPTV service.

B. Discrimination. The Company shall not refuse service to any qualified person or organization who requests such service for a lawful purpose along actual cable routes. The Company shall not, as to rates, charges, service facilities, rules, regulations or in any other respect make or grant any reference or advantage to any person, nor subject any person to any prejudice or disadvantage.

C. Service Response. The Company will provide reasonable service response for all complaints and requests for repairs as herein defined. Normal office hours shall be from 7:30 a.m. to 4:00 p.m., Monday through Friday, and after-hours calls can be received through a call center system.

D. Interruption. The Company may, whenever it is necessary, interrupt service over the system for the purpose of maintenance, alteration or repair, but will endeavor to do so at such times as will cause minimal inconvenience to its Customers, unless such interruption is unforeseen or due to an emergency.

I V

FRANCHISE RENEWAL AND TERMINATION

A. Renewal. This Franchise Agreement shall take effect and be in full force and effect from the date hereof and the same shall continue in full force and effect for a term of five (5) years beginning with the date of such acceptance. This Franchise Agreement shall automatically renew for subsequent two (2) year terms. Either the City or the Company may terminate this Franchise Agreement by notification to the other party of such termination, in writing, not less than six (6) months prior to expiration of any term of this Franchise Agreement. In any renegotiation of this Franchise Agreement, neither the City nor the Company shall require renewal terms that are unreasonable in relation to the industry standards in effect at the time of renewal.

B. Revocation. The City reserves the right to revoke this Franchise and rescind all rights and privileges associated with it only in the following circumstances:

- (1) If the Company should default in the performance of any of its obligations under this Franchise and fails to cure or commence with diligence to cure the default within thirty (30) days after receipt of written notice of the default from the City.
- (2) If a petition is filed by or against the Company under the Bankruptcy Act, or any other insolvency or creditors' right law, State or Federal, and the Company shall fail to have it dismissed. If an involuntary bankruptcy or other involuntary insolvency petition is filed against the Company, the

Company will have 120 days to have it dismissed or satisfy the City that its pendency does not jeopardize the City's interest in this Franchise.

(3) If the Company arbitrarily ceases to provide service over the IPTV System and fails to reinstate service after notice as in paragraph (1) above.

C. Procedure Prior to Revocation. Upon the occurrences of any events enumerated in Paragraph B of this section, the Council may, after hearing, which said notice shall occur no less than upon twenty (20) days written notice to the Company citing the reasons alleged to constitute cause for revocation, set a reasonable time from the date of hearing in which the Company must remedy the cause. If the Company fails to remedy the cause within the time specified, the Council may revoke the Franchise. In any event, before the Franchise may be terminated, the Company must be provided with an opportunity to be heard before the Council. The Company shall have the right to appeal any such revocation of the Franchise to Superior Court in accordance with Rule 80B of the Maine Rules of Civil Procedure.

D. Surrender of Franchise. The Company may surrender this Franchise at any time upon filing with the City Clerk of the City, a written notice of its request at least six (6) months prior to the proposed date of surrender of the Franchise.

V

SERVICES

A. General. The Company has entered a current Schedule of Charges and the Channel Line-Up as an exhibit to this Franchise Agreement. Nothing herein shall prevent the Company from revising its Schedule of Charges and Channel Line-Up from time to time.

VI

MISCELLANEOUS

A. Severability. If any section, sentence, clause, phrase or word of this Franchise is found to be invalid or unconstitutional either by the FCC, other regulatory authority or any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or word shall be deemed severable as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

B. Franchise Binding. Anything contained herein to the contrary notwithstanding, all provisions of this Franchise shall be binding upon the Company, its successors, lessees or assigns, and the City, its successors and assigns.

C. Failure to Enforce Provisions. The Company shall not be excused from complying with any of the terms and conditions of this Franchise by failure of the City upon one or more occasions to insist upon or to seek compliance with any such terms or conditions.

D. Scope of Service. Nothing in this Agreement requires the Company to provide IPTV service to any location beyond its existing facilities capable of providing IPTV service.

E. Franchise Fee. The Company shall pay to the City as a franchise fee an amount equal to three percent (3%) of recurring IPTV program service charges to Customers located within the City for each calendar year. This fee shall be due and payable on or before May 31 of the following year. If the fee is not paid when due, interest thereon shall accrue at the rate allowable by the State for past due real property taxes.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be executed by their duly authorized representatives as of the aforesaid day and year.

WITNESSES:

CITY OF ROCKLAND

By: _____

City Manager

LINCOLNVILLE COMMUNICATIONS, INC.

By: _____

Its _____

APPLICATION OF LINCOLNVILLE COMMUNICATIONS, INC.
PURSUANT TO 47 C.F.R. § 76.41
TO PROVIDE CABLE SERVICES TO
ROCKLAND, MAINE

Applicant Lincolnville Communications, Inc. proposed the provision of cable services to Rockland, Maine under the terms and conditions contained in the attached "Internet Protocol Television Franchise Agreement." Pursuant to Section 76.41(b) of the Rules of the Federal Communications Commission (47 C.F.R. § 76.41(b)), the following information is also provided:

(1) The applicant's name:

LINCOLNVILLE COMMUNICATIONS, INC.

(2) The names of the applicant's officers and directors:

<u>Name</u>	<u>Office</u>
Shirley Manning	Director, President
Richard Manning	Director, Vice President
Randal Manning	Director, Vice President
Cathy Pelletier	Director, Vice President

(3) The business address of the applicant:

133 Back Meadow Road
Nobleboro, Maine, 04555.

(4) The name and contact information of a designated contact for the applicant:

Richard Manning, Vice President
133 Back Meadow Road
Nobleboro, ME 04555
207-563-9911
rick@lintelco.net

(5) A description of the geographic area that the applicant proposes to serve:

Within the City of Rockland, Maine, where the company's fiber optic facilities exist.

(6) The PEG channel capacity and capital support proposed by the applicant:

None

(7) The term of the agreement proposed by the applicant:

5-year initial term, followed by automatic renewal for two-year terms (see attached Franchise Agreement for proposed renewal and review procedures)

(8) Whether the applicant holds an existing authorization to access the public rights-of-way in the subject franchise service area as described under paragraph (5) of this section:

Yes, Applicant holds authorization pursuant to the State of Maine Public Utilities Commission Order Granting Authority to Provide Local and Interexchange Telephone Service dated September 30, 1997 in Docket No. 97-401.

(9) The amount of the franchise fee the applicant offers to pay:

Applicant proposes the payment of three percent (3%) of recurring IPTV program service charges to Customers located within the Town for each calendar year.

(10) Any additional information required by applicable State or local laws.

Applicant is unaware of any additional information required by State or local laws.

[Letterhead of Franchising Authority]

Richard Manning
Vice President, Engineering and Business Development
Lincolntonville Communications, Inc.
133 Back Meadow Road
Nobleboro ME 04555

Dear Mr. Manning,

We understand that Lincolntonville Communications, Inc. ("Lincolntonville") is requesting a franchise to provide video programming, or cable services, to citizens of _____. It is also our understanding that Lincolntonville currently possesses all necessary authority to access and occupy the public rights of way in _____.

_____ take the position that since facilities currently are, or will in the future be, lawfully in place, no additional authorization is required for Lincolntonville to provide video services through its facilities within _____.

Very truly yours,

[name]

[title]

CITY OF ROCKLAND
Meeting Weekly Schedule

Monday, November 7, 2016

5:30 PM

Agenda Setting Council Meeting, Council Chambers

Tuesday, November 8, 2016

8:00 AM – 8:00 PM

Election Day, Vote at the Rec Center

Wednesday, November 9, 2016

Thursday, November 10, 2016

Friday, November 11, 2016

CLOSED for Veteran's Day