TOWN COUNCIL MINUTES

JANUARY 24, 2011

The regularly scheduled meeting of the Hampden Town Council was held on Monday, January 24, 2011. The meeting was held at the municipal building council chambers and was called to order by Mayor Arnett at 7:18 p.m.

Attendance: **Councilors**: Matthew Arnett, Andre Cushing, Janet Hughes, Thomas Brann, Jean Lawlis, William Shakespeare and Kristen Hornbrook

Town Manager: Susan Lessard

Town Counsel: Thomas Russell

Department Heads/Staff: None

Goodwill Riders Snowmobile Club Representative Steve Eyles, "Paper Talks" Representative Mark Pierce, Hampden Residents Sherry Chen and Rick Instimante

A. CONSENT AGENDA

There was a request by Mayor Arnett to set aside item A-4-a. Motion by Councilor Cushing, seconded by Councilor Lawlis to accept the balance of the consent agenda. Unanimous vote.

A.4.a. LURA HOIT POOL TRUSTEES MINUTES – 12/14/2010

Mayor Arnett requested information from the Town Manager related to the increase of oil usage at the Lura Hoit Pool. The Town Manager explained that there had been some malfunction of the air handling system that had increased the fuel usage. Mechanical Services had resolved the problem, Motion by Mayor Arnett, seconded by Councilor Lawlis to accept item A-4-a. Unanimous vote.

B. PUBLIC COMMENTS

There were none.

C. POLICY AGENDA

1. PUBLIC HEARINGS

There were none.

2. NOMINATIONS-APPOINTMENTS-ELECTIONS

There were none.

3. UNFINISHED BUSINESS

a. HAMLIN MARINA PROPERTY UPDATE

The Town Manager reported that the Finance Committee had met prior to the Council Meeting and discussed at length the ongoing plan to swap parcels of land involving the Marina and the adjacent land. Discussions also related to methods of payment by Hamlin to the Town for the parcel on which the marina sits. The Town Manager will continue to work with Hamlin, the DEP, Chevron, and other parties to obtain more information for the Council. This item may be considered again at the Infrastructure Committee meeting on 1/31/2011.

b. WATER DISTRICT MEETING 2/28/2011 – AGENDA ITEMS

The Town Manager asked the Council if anyone had issues that they wished to see on the agenda for the Town Council/Water District Trustee meeting on 2/28/2011. Councilor Brann asked that the pending Bangor Water rate increase and its impact on the Hampden Water District be included on the agenda. The Town Manager will coordinate the agenda with Water District Superintendent Torrey and distribute it to the Council prior to the meeting on 2/28 which will be held at the Water District Offices at 6:00 pm.

c. REQUEST FOR PROPOSAL – MARKETING OF HAMPDEN BUSINESS & COMMERCE PARK – PLANNING & DEVELOPMENT COMMITTEE RECOMMENDATION

Motion by Councilor Hughes, seconded by Councilor Cushing to endorse the recommendation of the Planning and Development Committee to advertise the Request for Proposal for Marketing of the Hampden Business & Commerce Park. Vote 6 in favor – 1 opposed (Brann).

d. RENAISSANCE PLANNING ASSOCIATES – PROPOSAL FOR ZONING ORDINANCE REVISION – PLANNING & DEVELOPMENT COMMITTEE RECOMMENDATION

Motion by Councilor Hughes, seconded by Councilor Brann to endorse the recommendation of the Planning and Development Committee to approve the contract with Renaissance Planning Associates as presented in the amount of $4,750 from Economic Development Reserve with an amendment to include the number of hours involved, and clarification that the contract would include

response by the contractor to staff comments on the draft product presented. Vote 6 in favor, 1 opposed (Hornbrook).

It is the intent of the Council that the remaining ordinance work required following this draft preparation will be completed by staff members.

e. ZONING ORDINANCE TEXT AMENDMENT re MOBILE HOME PARKS and MOBILE HOME PARK ORDINANCE TEXT AMENDMENT – REFERRAL OF BOTH FOR PUBLIC HEARING

These items were referred to public Hearing by Councilor Hughes.

f. PACE ADMINISTRATION CONTRACT APPROVAL

This contract was reviewed by the Town Attorney to insure that the interests of the Town are protected. Motion by Councilor Brann, seconded by Councilor Hughes to approve the PACE Administration Contract and authorize the Town Manager to sign on behalf of the Council. Vote 7 – 0.

4. NEW BUSINESS

a. PAPER TALKS AD REQUEST

The Town Manager reported that the Finance Committee, after much discussion, had made no recommendation on this request. Motion by Councilor Brann to fund a ¼ page ad in the July 2011 edition of Paper Talks at a cost of $800, seconded by Councilor Hughes. Councilor Shakespeare expressed his unwillingness to support the motion due to the difficult financial times facing the Council and his belief that this is a luxury not a necessity. Councilor Brann disagreed with this viewpoint and indicated that he supported the advertisement as a means of promoting the Town of Hampden as part of its Economic Development activity.

Motion by Councilor Cushing, seconded by Councilor Brann to table the discussion until the next Council meeting. Vote 5 in favor and 2 opposed (Arnett, Shakespeare).

b. AMBULANCE BILLING ABATEMENTS – 2009 BILLS

Motion by Councilor Brann, seconded by Councilor Lawlis to endorse the Finance Committee recommendation that the Council abate $29,630.81 in ambulance charges billed for 2009 that remain uncollected. Vote 6 in favor, 1 opposed (Hughes). Councilor Hughes expressed concern that the Town did not apply an income or financial capacity standard when deciding whether to abate unpaid bills. Councilor Brann and Lawlis expressed support for the current method of billing without follow up collection activity.

TO: **Mayor Arnett and Hampden Town Council**
FROM: **Robert Osborne, Town Planner** RCO
SUBJECT: **Draft Zoning Text Amendments for the Commercial Service District.**
DATE: **January 3, 2011**

Please be advised that the Planning Board at their January 14, 2011 meeting held a public hearing on the attached draft Zoning Ordinance text amendments to the Commercial Services District. The Planning Board voted unanimously to return this item to the Council with an "ought-to-pass" recommendation. There was no public comment on the item.

The Board only voted on the zoning amendment piece. They did not raise any concerns about the proposed amendments to the Mobile Home Park Ordinance which I have attached.

I would suggest that both the Zoning Ordinance and Mobile Home Park Ordinance amendments attached should be set for public hearing.

1/24/2011 - Introduced for Public Hearing

TOWN OF HAMPDEN

Draft

The Town of Hampden Hereby Ordains
Proposed Amendments to the Zoning Ordinance

Deletions are ~~Strikethrough~~ Additions Double Underlined

3.3. Commercial Service District

3.3.1. Purpose - This district is intended for the location of heavy commercial uses, wholesale uses, office buildings, automotive type of uses such as sales and service, convenience stores and commercial service type of uses. In general this area is devoted to service or wholesale uses.

3.3.2. Permitted Uses (Subject to Site Plan Review) - Any retail or service business, hotel and motels, business or professional offices, take-out restaurant, small restaurant, sit-down restaurant, automobile service, place of assembly, outdoor recreation and accessory uses or structures. Essential service and buildings for essential service, single family dwellings in existence on the date of this amendment. *(Amended 12-6-04)*

3.3.3. Conditional Uses (Subject to Site Plan Review) – Fast-food restaurant, outdoor dining restaurant, tavern, bar, dance hall, commercial school, drive-thru business, wholesale distribution, truck terminal, light industrial operations (but not including excavation, gravel pit and quarry activities) which do not exceed 10,000 square feet, such as warehousing assembly or fabrication. Functionally water-dependent uses along the Penobscot River. Any establishment which provides in excess of 5,000 square feet of outdoor display or storage of goods or equipment. Stockpiles (subject to *Article 4.9*) not accessory to excavation, gravel pit and quarry activities. *(Amended 4-7-03, 12-6-04, 12-17-07, 03-01-10)*

3.3.4. Lot Dimensions

Minimum Lot Area	-	20,000 sq. ft.
Minimum Road Frontage	-	100 feet
Minimum Setbacks:		
Street Yard	-	40 feet
Other Yards	-	30 feet
Maximum Ground Coverage	-	25 percent
Maximum Building Height	-	35 feet

3.3.5. Special District Regulations

1. Where a commercial or industrial use abuts any residential use or residential district, the other yard setback shall be double where it abuts the residential property.

2. Notwithstanding the maximum building height regulations in Article 3.3.4. building height may be up to 50 feet under the following standards. Buildings in excess of 35 feet in height shall provide additional setbacks on all yards as herein stipulated: Subtract 35 feet from the proposed building height and add that difference to each yard setback requirement. *(Amended 03-01-10)*

EXAMPLE: A 48 foot tall building is proposed. By subtracting the base Commercial Service District maximum building height from the proposed height the following is the result 48' – 35' = 13'.
Then add that amount to each yard or setback.

Setback Type		Base Setbacks:	Total Setback
Street Yard	-	40 feet	53 feet
Other Yard	-	30 feet	43 feet

3. Notwithstanding other requirements in this section any structure which requires access to rail service shall not be required to setback from the railroad siding. ***(Amended 8-17-92, 10-4-93)***

4. Fast-food restaurant use shall be located on a lot having a minimum lot size of 1.5 acres, minimum frontage of 200 feet and no part of the vehicle queue shall be located within 100 feet of a residential structure. ***(Amended 12-6-04)***

5. Sale or consumption of alcoholic beverages is prohibited for outdoor dining restaurant uses in conjunction with take-out restaurants and fast-food restaurants. ***(Amended 12-6-04)***

6. Outdoor dining areas proposed for outdoor dining restaurant uses shall be clearly delineated on a site plan including barriers required under M.R.S.A. *Title 28-A*. Outdoor dining restaurant uses proposing outdoor consumption of alcoholic beverages shall comply with M.R.S.A. *Title 28-A: LIQUORS §1051. Licenses generally* which requires that outside areas be controlled by barriers and by signs prohibiting consumption beyond the barriers. ***(Amended 12-6-04)***

7. Notwithstanding the maximum building height regulations buildings used for functionally water-dependent uses along the Penobscot River are not subject to the maximum building height standard in Article 3.3.4. or 3.3.5.2. provided the lot area for such a use is at least five acres in size. ***(Amended 03-01-10)***

8. Notwithstanding the above requirements, residential use accessory structures which are not attached to a residential principal building may be located on a lot in accordance with the following:

Accessory Structures Ground Floor Area		Up to 150 Square Feet
Maximum Height	-	16 Feet
Minimum Other Yard	-	5 Feet

Once located in accordance with the foregoing requirements, said accessory structures shall not be attached to a principal building unless said structures are in compliance with the Other Yard requirement of the District.

TOWN OF HAMPDEN
Draft

The Town of Hampden Hereby Ordains
Proposed Amendments to the Mobile Home Park Ordinance

Deletions are ~~Strikethrough~~ Additions Double Underlined

ARTICLE 1
GENERAL PROVISIONS

1.1. Title. This Ordinance shall be known as the "Mobile Home Park Ordinance of the Town of Hampden, Maine," and shall be referred to herein as the "Ordinance."

1.2. Authority. This Ordinance is enacted under the authority granted to the Town by the constitution and statutes of the State of Maine.

1.3. Purposes. The purposes of this Ordinance are:

1. To promote the public health, safety and welfare of the residents of the Town;

2. To establish standards for mobile homes located in mobile home parks;

3. To establish standards for the maintenance and operation of mobile home parks;

4. To establish standards for the maintenance and occupancy of mobile homes and mobile home lots located in mobile home parks; and

5. To establish a licensing and enforcement mechanism for mobile home parks.

1.4. Applicability. The provision of this Ordinance shall apply to all mobile home parks, and the mobile homes located within mobile home parks, as defined by this Ordinance and by Title 30-A M.R.S.A. § 4358, located within the Town of Hampden on or after May 1, 2004.

1.5. Conflict With Other Ordinances. Whenever the requirements of this Ordinance are in conflict with the requirements of any other rule, regulation, ordinance, or statute, the more restrictive requirement shall prevail, unless otherwise prohibited by state law or expressly provided for in this Ordinance.

1.6. Definitions. For the purposes of this Ordinance, the following definitions shall apply:

Accessory Structure: A structure of a nature customarily incidental or subordinate to the principal structure.

Code Enforcement Officer: A person or persons appointed by the Town Manager to administer and enforce Town Ordinances. The term shall also include Building Inspector, Fire Inspector, Local Plumbing Inspector and the like, if applicable.

Licensee: The mobile home park owner or the applicant for a mobile home park license.

Mobile Home: Two types of mobile homes are included in this definition:

1. *Certified mobile home*. Those units constructed after June 15, 1976, which the manufacturer certifies are constructed in compliance with the United States Department of Housing and Urban Development standards, meaning structures transportable in one or more sections, that in the traveling mode are fourteen (14) body feet or more in width and are seven hundred fifty (750) or more square feet, and that are built on a permanent chassis and designed to be used as dwellings, with or without permanent foundations, when connected to the required utilities, including the plumbing, heating, air-conditioning and electrical systems contained therein. This term shall also include any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the Secretary of Housing and Urban Development and complies with the standards established under the National Manufactured Housing Construction and Safety Standards Act of 1974, 42 United States Codes 5401, et seq.

2. *Non-certified mobile homes*: Those units constructed prior to June 15, 1976, meaning structures, transportable in one (1) or more sections, which are eight (8) body feet or more in width and are thirty-two (32) body feet or more in length, and which are built on a permanent chassis and designed to be used as dwellings, with or without permanent foundations, when connected to the required utilities, including the plumbing, heating, air-conditioning or electrical systems contained therein.

Mobile Home Owner: A person having ownership and/or legal control of a mobile home herein after referred to as home owner.

Mobile Home Park: A parcel of land under unified ownership approved by the Town for the placement thereon of three or more mobile homes.

Mobile Home Park Lot: The area of land on which an individual mobile home is situated within a mobile home park and which is reserved for use by the occupants of that mobile home.

Mobile Home Park Owner: A person having ownership and/or legal control of a mobile home park herein after referred to as Park Owner.

Mobile Home Stand: The part of an individual mobile home lot which has been constructed and reserved for the placement thereon of a mobile home.

Person: An individual, partnership, corporation, limited liability company, limited liability partnership, trust or any other form of legal entity recognized under the laws of the State of Maine.

Structure: Anything constructed or erected, the use of which requires a location on the ground or attachment to something located on the ground, including, but not limited to, buildings and mobile homes.

Utility Structure: A structure located on a mobile home lot <u>not exceeding 150 sq. ft. and located on a mobile home lot</u> which is designated and used for the storage and use of personal property of the mobile home occupants.

<u>*Non-Combustible Utility Structure*: A metal structure not exceeding 100 sq. ft. floor area located on a mobile home lot which is designated and used for the storage and use of personal property of the mobile home occupants.</u>

TOWN OF HAMPDEN
Draft

The Town of Hampden Hereby Ordains
Proposed Amendments to the Mobile Home Park Ordinance

Deletions are ~~Strikethrough~~ Additions Double Underlined

ARTICLE 5
OBLIGATIONS OF PARK OWNERS.

5.1. The Park Owner shall provide the occupants of the mobile home park with a copy of this Ordinance, and inform the occupants of their duties and responsibilities under this Ordinance.

5.2. The Park Owner shall operate the mobile home park, or cause the same to be operated, in compliance with this Ordinance, and shall provide adequate supervision to maintain the park, its facilities, improvements, and equipment in good repair and in a clean and sanitary condition, as well as in compliance with all state and local laws, regulations, or ordinances.

5.3. The Park Owner shall maintain all streets, roadways and driveways in the mobile home park in good repair, and shall keep the same clear of snow, ice, standing water, and debris. In addition, the streets and roadways in the mobile home park shall be constructed and maintained so as to comply with the "Fire Lane" requirements of the Town of Hampden Fire Prevention Code.

5.4. The Park Owner shall maintain the mobile home park in a clean, orderly, safe and sanitary condition at all times.

5.5. The Park Owner shall remove any abandoned, burned, dilapidated, or abandoned mobile home from the mobile home park within ten business days of a notice from the Code Enforcement Officer.

5.6. The Park Owner shall not permit the presence or any accumulation of any (1) abandoned, unregistered or un-inspected motor vehicles, or parts thereof, or (2) discarded, worn-out or junked plumbing, heating supplies, electronic or industrial equipment; household appliances; furniture; discarded, scrap or junked lumber; old or scrap copper, brass, rope, rags, batteries, paper trash, rubber debris, waste or scrap iron, steel or other scrap ferrous or nonferrous material, or other solid waste or debris in the mobile home park, whether on the streets or other common areas under the control of the Park Owner or on the individual mobile home lots.

5.7. The Park Owner shall be responsible for the proper placement of each mobile home on its mobile home stand, which includes securing its stability and installing all utility connections. Owner shall also be responsible for the disconnection of all utilities prior to the departure of a mobile home from the park.

5.8. The Park Owner shall conspicuously post a copy of the license in Park Owner's office or on the premises of the mobile home park at all times.

5.9. The Park Owner shall notify the Code Enforcement Officer and Tax Assessor, in writing, of the arrival or impending departure of any mobile home or any change of ownership that occurs within the park.

5.10. The Park Owner shall make adequate provision for the storage, collection, and lawful disposal of all refuse from the mobile home park, and shall take adequate measures to prevent the creation of health

hazards, rodent harborage, insect breeding areas, accident hazards, or air, water, or ground pollution. All refuse and garbage shall be bagged in plastic garbage bags by the homeowner or occupant for storage in fully and tightly enclosed, watertight, rodent-proof containers, which shall be provided by Owner in sufficient number and capacity to prevent any refuse or garbage from overflowing. Satisfactory container racks or holders shall be provided by the Owner and shall be located not more than 150 feet from any mobile home lot, or the Park Owner shall cooperate with the Code Enforcement Officer to establish mutually agreed upon locations.

5.11. The Park Owner shall bring all nonconforming non-certified mobile homes into compliance with the safety standards of Article 8. The Code Enforcement Officer may, as part of a conditional license, enter into a schedule of compliance with the Owner.

5.12. The Park Owner shall provide adequate supervision to ensure that the mobile home park, mobile home lot, mobile homes, and the owners or occupants of mobile homes comply with the provisions of this Ordinance. Owner shall include provisions in rental agreements requiring that individual owners or occupants of mobile homes shall comply with the provisions of this Ordinance, and Owner shall be obligated to pursue legal remedies for any breach of those requirements.

5.13. The Park Owner shall cooperate fully with the Code Enforcement Officer in the administration and enforcement of this Ordinance, including providing assistance in gaining access to mobile homes for the required inspections. The Park Owner shall co-apply with mobile home owners and or occupants for any building permit for a utility structure or non-combustible utility structure and shall insure that the location selected for such structures minimizes any negative impacts on safety and egress.

5.14. The Park Owner shall not assign or transfer the license without the prior approval of the Code Enforcement Officer. Any assignment or transfer shall be subject to the condition that the transferee agree in writing to abide by the terms and conditions of the license and this Ordinance.

5.15. The owner(s) of the land on which the mobile home park is located shall be ultimately responsible for compliance with this Ordinance, and shall remain responsible therefore regardless of the fact that this Ordinance may also place certain responsibilities on the license holder, or mobile home owners and/or occupants. This shall be so regardless of any agreements between the owners of the land and the license holder or owner/occupants of mobile homes as to which parties shall assume such responsibility.

ARTICLE 6
OBLIGATIONS OF MOBILE HOME OWNERS OR OCCUPANTS.

6.1. It shall be the duty of the owners or occupants of mobile homes in a mobile home park to give the Code Enforcement Officer access to the mobile homes at reasonable times for the purpose of conducting an inspection thereof to determine satisfactory compliance with the requirements of this Ordinance.

6.2. The owners or occupants of mobile homes in a mobile home park shall comply with all applicable requirements of this Ordinance, and shall maintain his/her mobile home, mobile home lot, and any facilities, improvements, or equipment, in good repair and in a clean and sanitary condition. The home owner or occupant shall not cause or permit the presence or accumulation of the items specified in Article 5.6 on his/her mobile home lot, or at any other location within the mobile home park.

6.3. No home owner or occupant shall allow animals in his/her custody to run at large, or commit any nuisance, within the mobile home park.

6.4. No home owner or occupant shall permit his/her mobile home to be occupied by a greater number of

persons than that for which it was designed.

6.5. The space directly beneath each mobile home shall be kept clean and free from refuse, or other combustible materials.

6.6. No home owner or occupant shall permit the parking of vehicles or the storage of personal property so as to interfere with access to the lots or mobile homes in the mobile home park by other owners or occupants, or especially with access by emergency vehicles or personnel.

6.7. No home owner or occupant shall locate or use a utility structure or non-combustible utility structure on his/her lot unless it is located ~~no closer than 10 feet to any mobile home or other utility structure, and is made of noncombustible materials. In addition, said structure shall not exceed 150 square feet in area and 10 feet in height.~~ In accordance with the standards found in Article 8.3.18 of this ordinance and they have first receiving a Building Permit from the Town of Hampden. Home owners and occupants shall co-apply with Park Owners for a building permit for a utility structure or non-combustible utility structure and the Park Owner shall insure that the location selected for such structures minimizes any negative impacts on safety and egress.

6.8. No home owner or occupant shall dispose of any garbage or refuse except by first bagging the garbage or refuse into a plastic garbage bag and the placing them into provided facilities in a clean and sanitary manner.

6.9. The individual owner of a non-certified mobile home shall be responsible for bringing the mobile home into compliance with the safety standards set forth in Article 8. The Code Enforcement Officer is authorized to enter into a schedule of compliance with such a home owner.

PROPERTY ASSESSED CLEAN ENERGY (PACE) ADMINISTRATION CONTRACT

THIS Property Assessed Clean Energy (PACE) Administration Contract (the "Contract") is entered into this ___ day of _____, 2011, by and between **Town of Hampden**, a municipal corporation duly organized and existing under the laws of the State of Maine whose mailing address is 106 Western Avenue, Hampden, Maine 04444, (the "**Municipality**") and the **Efficiency Maine Trust**, a legal entity and instrumentality of and a body corporate and politic under the laws of the State of Maine (the "**Trust**"). The foregoing also are referred to herein collectively as the "**Parties**" or singly as "**Party**."

WHEREAS, the 124th Maine Legislature has enacted Public Law 2009, Chapter 591, "An Act to Increase the Affordability of Clean Energy for Homeowners and Businesses," also known as "the Property Assessed Clean Energy Act" or "the PACE Act"; and

WHEREAS, that Act authorizes a municipality that has adopted a Property Assessed Clean Energy ("PACE") Ordinance to establish a PACE Program, so that owners of qualifying property can access financing for energy saving improvements to their properties located in the municipality; financed by funds awarded to the Efficiency Maine Trust under the Federal Energy Efficiency and Conservation Block Grant (EECBG) Program and by other funds available for this purpose, and to enter into a contract with the Trust to administer functions of its PACE Program; and

WHEREAS, the Municipality has adopted a PACE Ordinance; and

WHEREAS, the Parties wish to establish their respective responsibilities in the administration of the PACE Program.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. Capitalized terms used in this Contract shall have the meanings given them in 35-A M.R.S.A. §10153 unless otherwise specified herein. In addition, these terms are defined as follows:

1.1. PACE agreement. "Pace Agreement" means an agreement between the owner of qualifying property and the Trust that authorizes the creation of a PACE Mortgage on qualifying property and that is approved in writing by all owners of the qualifying property at the time of the agreement, other than mortgage holders.

1.2. PACE District. "PACE District" means the area within which the Municipality establishes a PACE Program under this Contract, which is all of that area within the Municipality's boundaries.

1.3. PACE Loan. "PACE Loan" means a loan made to the owner(s) of a Qualifying Property for an Energy Saving Improvement.

2. TRUST'S RESPONSIBILITIES. The Trust shall, itself or through its authorized agents:

2.1. Administration. Administer the functions of a PACE Program which administration shall include, without limitation:

A. the Trust will enter into PACE Agreements with owners of Qualifying Property in the Municipality's PACE District;

B. the Trust, or its agent, will create and record a Notice of the PACE Agreement in the appropriate County Registry of Deeds to create a PACE Mortgage;

C. the Trust, or its agent, will disburse the PACE Loan to the property owner;

D. the Trust, or its agent, will send PACE Assessment statements with payment deadlines to the property owners;

E. the Trust, or its agent, will be responsible for collection of the PACE Assessments;

F. the Trust, or its agent, will record any lien, if needed, due to nonpayment of the PACE Assessment;

G. the Trust or its agent, promptly shall record the discharge of a PACE mortgage upon full payment of the PACE loan;

H. the Trust, or its agent, will be responsible for management of federal grant funds; and

I. the Trust, or its agent, will ensure the collection of data required to quantify carbon savings and to facilitate access to and eligibility for voluntary carbon markets, for federal grants for energy efficiency and for other incentive programs that support Energy Saving Improvements.

J. the Trust shall produce and make available to Municipality, the materials necessary or appropriate for the education and outreach program under 3.1 below.

2.2. Terms and Conditions. Pursuant to 35-A M.R.S.A. §10154, the Trust may establish terms and conditions under which municipalities and property owners may participate in a PACE Program established thereunder, and the Parties agree that they, the PACE Program

hereunder and this Contract are subject to those terms and conditions as amended from time-to-time.

3. MUNICIPALITY'S RESPONSIBILITIES.

3.1. Education and Outreach Programs. The Municipality agrees to adopt and implement an education and outreach program so that owners of property in the Municipality are made aware of home energy saving opportunities, including the opportunity to finance Energy Saving Improvements with a PACE Loan.

3.2 Conformity with Home Energy Savings Program. The Municipality agrees to conform its PACE Program to the requirements contained in the Home Energy Savings Program, upon receipt of written notice of any nonconformities.

3.3. Acceptance and Disbursement of Funds. The Municipality agrees to accept PACE funds from the Trust and to disburse PACE funds back to the Trust as needed to satisfy the conditions of the federal grants and to allow the Trust to fund and administer a uniform system of municipal PACE Programs throughout the State.

3.4. Assistance and Cooperation. The Municipality agrees to cooperate with the Trust in the administration of the Municipality's PACE Program, including but not limited to, providing information about applicant properties including property tax payment and lien status, taxable value of residential properties in town, and providing reasonable and necessary aid to the Trust for required data collection, recordkeeping and reporting functions relative to the PACE Program in the PACE District, and providing reasonable and necessary support to the Trust's PACE loan, PACE Assessment, and billing and collection functions.

3.5. Conformity. If standards or rules and regulations are adopted by any State or federal agency subsequent to the Municipality's adoption of a PACE Ordinance or participation in a PACE Program and those standards or rules and regulations substantially conflict with the Municipality's manner of participation in the PACE Program, the Municipality, should it desire to continue its participation in the PACE Program, will be required to take necessary steps to conform its participation to those standards or rules and regulations.

4. TERM.

4. 1. This Contract is for a period of three (3) years and shall automatically be renewed for additional periods of three (3) years unless either Party provides the other with ninety (90) days' advance written notice of intent not to renew this Contract.

5. TERMINATION.

5. 1. Either Party may terminate this Contract for convenience by providing the other with ninety (90) days' advance written notice of termination. On and after the date of termination, the Municipality no longer will have a PACE Program administered by the Trust except for those PACE Loans already secured by PACE Mortgages as of the date of termination.

6. LIABILITY.

6.1. Notwithstanding any other provision of law to the contrary, municipal officers and municipal officials, including, without limitation, tax assessors and tax collectors, are not personally liable to the Trust or to any other person for claims, of whatever kind or nature, under or related to a PACE Program established under this Contract, including, without limitation, claims for or related to uncollected PACE Assessments.

6.2. Other than the fulfillment of its obligations specified in a PACE Agreement, the Municipality has no liability to a property owner for or related to Energy Saving Improvements financed under a PACE Program.

7. MISCELLANEOUS PROVISIONS

7.1 Notices. All notices, demands or other communications made pursuant to this Contract shall be in writing and shall be sent by (i) registered or certified United States mail, postage prepaid, (ii) by overnight courier, or (iii) by facsimile. Such notice shall be deemed effective upon delivery addressed as follows:

To the Municipality:

Susan Lessard, Town Manager
Town of Hampden
106 Western Avenue
Hampden, ME 04444

To the Trust:

Efficiency Maine Trust
101 Second Street
Hallowell, ME 04347
Attention: _____

7.2 Entire Agreement, Modifications. This Contract constitutes the entire agreement of the Parties, and neither Party shall be bound by any statement or representation not contained herein. Except as provided herein, this Contract cannot be changed, amended or modified, except by another agreement in writing signed by all Parties hereto or by their respective successors in interest.

7.3 Headings. The section headings contained herein are for convenience of reference only and are not intended to define, limit, or describe the scope or interest of any provisions of this Contract.

7.4 Severability. If any section, term, covenant, or condition of this Contract or the application thereto to any person or circumstances shall, to any extent be illegal, invalid or unenforceable because of judicial construction, the remaining sections, terms, covenants, and conditions of this Contract, or the application of such term, covenant, or condition to persons or

circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each section, term, covenant, or condition of this Contract shall be valid and be enforced to the fullest extent permitted by Law.

7.5 Governing Law, Remedies. This Contract shall be governed by and construed in accordance with the laws of the State of Maine. Except as otherwise agreed by the Parties in writing, all disputes, claims, counterclaims and other matters in question between the Municipality and the Trust arising out of or relating to this Contract shall be decided by a Maine court of competent jurisdiction.

7.6 Assignment; Successors and Assigns. This Contract may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably conditioned, delayed or withheld. This Contract shall benefit and be binding upon the Parties hereto and their respective permitted successors and assigns.

7.7 Non-Waiver. Except as expressly provided in this Contract, the failure or waiver, or successive failures or waivers on the part of either Party hereto, in the enforcement of any paragraph or provision of this Agreement shall not render the same invalid nor impair the right of either Party hereto, its successors or Contract permitted assigns, to enforce the same in the event of any subsequent breach thereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Property Assessed Clean Energy (PACE) Administration Contract, to be executed by their duly authorized representatives as of the date first set forth above.

TOWN OF HAMPDEN

By: _____
Susan Lessard
Its Town Manager

EFFICIENCY MAINE TRUST

By: _____
Signature

_____
Print Name

Its: _____ (Title)

F. COUNCILOR'S COMMENTS

Councilor Hornbrook – Expressed thanks to her constituents for contacting her with questions and said that she is looking forward to more input from the public. She also is looking forward to the first Communications Meeting.

Councilor Brann – Reminded the Council and the viewing public that the Tree Board is currently inactive due to lack of membership. He invited interested persons to make application to the Town.

Councilor Lawlis – Commented that she enjoyed the most recent edition of *Hampden Highlights* and in particular the BlogSpot on the Penobscot River. The website named in the article holds not only interesting commentary on the waterway – but also has some beautiful photos taken.

G. ADJOURNMENT

The meeting was adjourned at 8:15 p.m. by Mayor Arnett without objection.

Respectfully submitted,

Susan Lessard
Town Manager