

HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

NOVEMBER 14th, 2016

7:00 P.M.

• **6:00 pm – Finance & Administration Committee Meeting**

A. PLEDGE OF ALLEGIANCE

B. CONSENT AGENDA

1. SIGNATURES

2. SECRETARY'S REPORTS

- a. October 17th, 2016 Council Meeting minutes
- b. November 2nd, 2016 Special Council Meeting minutes

3. COMMUNICATIONS

- a. Environmental Trust Committee Minutes – August 11 and September 7, 2016
- b. Public Safety Citizen Advisory Committee Minutes – September 27, 2016
- c. Agenda for Public Safety Citizen Advisory Committee meeting on November 17, 2016 at 6 PM
- d. Letter from Maine Municipal Employees Health Trust regarding 2017 Health Trust Rate Changes – November 4, 2016
- e. MaineDOT Public Notice regarding meeting on November 15, 2016 regarding work on I-95 Overpass on Newburgh Road/Shaw Hill Road
- f. Letter from Goodwill Riders Snowmobile Club, October 21, 2016
- g. Letter from Code Enforcement Officer Myles Block regarding changes in building permit requirements effective 11/2/16 – October 4, 2016

4. REPORTS

- a. Planning & Development Committee Minutes – Sept. 21st, 2016

NOTE: The Council will take a 5-minute recess at 8:00 pm.

AGENDA

- b. Finance & Administration Minutes – October 3rd, 2016
- c. Infrastructure Committee Minutes – August 22nd, 2016
- d. Services Committee Minutes – None

C. PUBLIC COMMENTS

D. POLICY AGENDA

1. NEWS, PRESENTATIONS & AWARDS – None

2. PUBLIC HEARINGS

- a. Proposed amendments to Outdoor Facilities Ordinance to prohibit "vaping" in public parks

3. NOMINATIONS – APPOINTMENTS – ELECTIONS –

- a. Council vote for MRC Board of Directors

4. UNFINISHED BUSINESS – None.

5. NEW BUSINESS

- a. Re-endorsement of Emera TIF Credit Enhancement Agreement to correct scrivener's error – *referral from Planning & Development Committee*
- b. Request for up to \$11,000.00 (Option 1) or up to \$8,800.00 (Option 2) from Police Cruiser Reserve for vehicle equipment including Watchguard video camera/recording system – *referral from Finance & Administration Committee*
- c. Requests from Municipal Building Reserve for \$129.00 for repair to security screen at Administration customer service desk; and \$158.00 for repair to the Fire Station garage door; and for \$288.00 for lock repairs – *referral from Finance & Administration Committee*
- d. Request for \$704.81 from Matching Grant Reserve funds for local match to MMA Safety Enhancement Grant for Portable LED Scene

AGENDA

Lighting with chargers – *referral from Finance & Administration Committee*

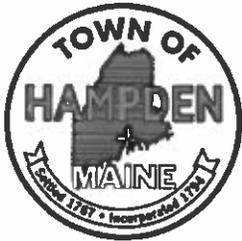
- e. Contract award: Sidney Boulevard culvert (to be paid from FY17 Stormwater Management, Contracted Services) – *referral from Finance & Administration Committee*
- f. Contract award and request for authorization of up to \$10,000 in funding from the Recreation Reserve fund for topographic survey of Lura Hoit Pool and Municipal Building site – *referral from Finance & Administration Committee*
- g. Contract award and request for authorization of up to \$15,000 in funding from the Emera TIF fund for electrical repairs to Town Center lights – *referral from Finance & Administration Committee*
- h. Resolution endorsing updated Penobscot County multi-jurisdictional hazard mitigation plan – *referral from Finance & Administration Committee*
- i. Review of Town Council meeting schedule, November – December 2016 – *referral from Finance & Administration Committee*

e. COMMITTEE REPORTS

f. MANAGER'S REPORT

g. COUNCILORS' COMMENTS

h. ADJOURNMENT



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING

MINUTES

MONDAY

OCTOBER 17th, 2016

7:00 P.M.

• **6:00 pm – Finance & Administration Committee Meeting**

Mayor Ryder called the meeting to order at 7:00 p.m.

In attendance:

Mayor Ryder

Councilor Sirois

Councilor McPike

Councilor Wilde

Councilor Marble

Councilor Cormier

Councilor McAvoy

Town Manager Angus Jennings

Town Clerk Paula Scott

Resident Jennifer Neross

- A. PLEDGE OF ALLEGIANCE – *Mayor Ryder led the Pledge of Allegiance*
- B. CONSENT AGENDA – *Councilor Marble made a motion to accept the consent agenda, seconded by Councilor McAvoy. Unanimous vote in favor.*

1. SIGNATURES

2. SECRETARY'S REPORTS

- a. October 3rd, 2016 Council Meeting minutes

3. COMMUNICATIONS

- a. Correspondence from MaineDOT regarding statutory changes affecting allowable placement and timing of signage including campaign signs
- b. Correspondence from Green & Healthy Maine Homes

NOTE: The Council will take a 5-minute recess at 8:00 pm.

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- c. Correspondence from Maine Revenue Services with proposed 2017 State Valuation for Hampden in the amount of \$630,500,000
- d. Treasurer's Report from Hampden Children's Day Committee

4. REPORTS

- a. Planning & Development Committee Minutes – None
- b. Finance & Administration Minutes – September 19th, 2016
- c. Infrastructure Committee Minutes – None
- d. Services Committee Minutes – August 8 and September 12, 2016

C. PUBLIC COMMENTS – *Jennifer Neross was recognized and approached the podium. She stated that she has heard that we were going to be putting in soccer fields near the pool site and stated that she feels that with the high percentage of taxes already allocated for the RSU, she would like to say "no thank you" to the Council. Mayor Ryder informed her that this was an item on this agenda under Unfinished Business and that the project would be explained and updated at that point.*

D. POLICY AGENDA

1. NEWS, PRESENTATIONS & AWARDS - None

- a. Announcement of receipt of grant funding from Northern Maine Rural Collaborative – Partnership in Community Health Grant for new trail signage at Dorothea Dix Park and Turtle Head Marina Park – *Manager Jennings reported that this grant funding came late in August through the City of Bangor. He stated that these signs are of enormous value from granted funds and thanked the City of Bangor for the initiative. He also recognized the work of Rec Director Shelley Abbot, Planner Karen Cullen, DPW Director Currier and GIS Specialist Kyle Severance who all had a part in this grant.*
- b. Announcement of receipt of grant funding from Eastern Maine Development Corporation for Broadband Feasibility Pilot Project – *Mayor Ryder reported that this will be discussed again on this agenda, but briefly stated that we were granted funds for the Broadband Feasibility Project and were the only ones in Penobscot County.*

2. PUBLIC HEARINGS - None

3. NOMINATIONS – APPOINTMENTS – ELECTIONS –

a. Update on the status of absentee ballot processing – *The Town Clerk reported that at this time the absentee ballot process is in full swing. Applications have been received since August, and once ballots were available on October 7th, staff immediately began processing pending requests. At this time there have been 253 changes to voter registrations with a current enrollment of 5579 voters. We have issued 619 absentee ballots as of this date, with 181 having been returned. The clerk also wanted to publicly thank former clerk Denise Hodsdon for coming back and helping out during this election cycle.*

4. UNFINISHED BUSINESS

a. Update on the status of initiative to pursue site survey, engineering and DEP permitting for potential additional parking and athletic fields at the Lura Hoit Pool site – Angus Jennings, Town Manager – *Manager Jennings took this opportunity to update the public and place the facts of the process on the public record. As a result of the vote at the October 3rd meeting, staff will commence to oversee the work scope/bid process. A topographical survey of the site will be done and application to DEP and the Army Corp of Engineers as necessary. This permitting process will need to be undertaken before any impervious surface, such as parking, can be added to the site. Upon completion of the vendor review process, he will bring forward to the council recommendation of any specific vendor as well as funding requests that may be necessary and no site work will be done unless specifically funded. Information on this project will be included in the fall newsletter.*

5. NEW BUSINESS

- a. Council review and approval of proposed FY17 Service Charges – recommended by Kelly Karter, Tax Assessor – *Councilor McPike made a motion to approve as proposed. Councilor Sirois seconded the motion. Councilor Marble noted for the public that these are fees in lieu of property taxes to help cover the cost of emergency services. Unanimous vote in favor.*
- b. Consideration of proposed Council Order 2016-03 establishing Confined Space Entry Policy – recommended by DPW Director Currier – *Councilor Marble explained that safety guidelines dictate specific procedures for entering confined spaces and that this Order will state that any town employees entering confined spaces must be properly trained. Councilor Marble made a motion to adopt Order 2016-03*

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Establishing the Confined Space Entry Policy. Motion was seconded by Councilor Sirois. Unanimous vote in favor.

- c. Consideration of the proposed Business Park TIF professional fee reimbursement agreement – referral from Planning & Development Committee – *Manager Jennings reported that in 2014 the Town entered into an agreement with Sargent Corporation for the construction of infrastructure in the Business Park. Part of this agreement is the funding from TIF. This agreement before Council would carry this agreement forward. Councilor Sirois made a motion to approve the proposed Business Park TIF professional fee reimbursement agreement paid for by Sargent Corporation. Councilor McPike seconded the motion. Unanimous vote in favor.*
- d. Consideration of the proposed Business Park TIF professional scope of services – referral from Planning & Development Committee – *Mayor Ryder stated that item d. was removed from the agenda tonight. In its place is a request for funds up to \$5,000.00 out of the Fire Truck Refurbishment Reserve Account for the purpose of fitting engine 271 with a compressed air system. Councilor Marble made a motion to add the fire truck compressed air system request for funding to the agenda. Councilor Sirois seconded the motion. Unanimous vote in favor. Councilor McPike questioned if the request is sufficient. Manager Jennings stated that the vendor provided the quote with the utmost confidence of the pricing being accurate, however stated that until the unit is disassembled it is not a total guarantee. Councilor Sirois made a motion to approve up to \$5,000 out of the FD Firetruck Refurbishment Reserve account for the purpose of retrofitting the firetruck with the compressed air system. Councilor Marble seconded the motion. Unanimous vote in favor.*
- e. Consideration of proposed allocation of up to \$15,000 in Emera TIF funds to support an economic market study – referral from Finance Committee – *Councilor Sirois explained that the Town has had conversations with both Bangor and Brewer regarding a market study to promote this area. Bangor could not enjoin at this time, and Brewer has just finished one, so moving forward, it will compass only Hampden. This will secure data that will give guidance on how we shape the town. Councilor McPike made a motion to approve the allocation of \$15,000 in Emera TIF funds to support an economic market study. Councilor Sirois seconded the motion. Unanimous vote in favor.*
- f. Consideration of proposed amendments to Driveway/Entrance Culvert Policy – referral from Infrastructure Committee – *Councilor Marble*

MINUTES

explained that the Infrastructure Committee has determined that the infrastructure within town is old, especially at the ends of driveways going into the roads. The Committee felt that the guiding language needed to be clarified in an effort to work within a policy. Councilor Marble made a motion to accept the proposed amendments to the Driveway/Entrance Culvert Policy as recommended by Director of Public Works. Councilor McAvoy seconded the motion. Unanimous vote in favor.

- g. Request for referral to public hearing a proposed amendment to the Outdoor Facilities Ordinance to prohibit "vaping" – referral from Services Committee – Councilor McAvoy made a motion to refer to public hearing a proposed amendment to the Outdoor Facilities Ordinance changing Article 4, Section 4.1 to add Section 5.1.2 Vaping which includes smoking in its meaning. Councilor Marble seconded the motion. Mayor Ryder and Councilors McAvoy, Marble, Wilde, McPike and Sirois voted in favor. Councilor Cormier voted in opposition. Motion carries.*
- h. Request for authorization to use up to \$5,000 in funding from the Emera TIF for the purpose of providing matching funds for the broadband grant. – Mayor Ryder explained that as discussed earlier, the award from EMDC is for a feasibility study on broadband capability for Hampden. The grant would require a match from the town of \$5,000. Manager Jennings also stated that broadband feasibility is specifically mentioned in the Emera TIF as an allowed use of funds. Councilor McPike made a motion to approve up to \$5,000 from the Emera TIF for the purpose of providing matching grant funds. Councilor Marble seconded the motion. Unanimous vote in favor.*
- i. Application for a renewal liquor license for Best Western White House Inn – Councilor Sirois made a motion to approve the liquor license renewal for Best Western White House Inn. Councilor Marble seconded the motion. Unanimous vote in favor.*
- j. Application for a renewal liquor license for Pizza Gourmet – Councilor Sirois made a motion to approve the liquor license renewal for Pizza Gourmet. Councilor Marble seconded the motion. Unanimous vote in favor.*

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e. COMMITTEE REPORTS -

Finance & Administration – Councilor Sirois reported that everything that was discussed in committee was discussed tonight at Council.

Planning & Development – Councilor McPike reported that the last meeting was cancelled. The next meeting is Wednesday October 19th.

Infrastructure – Councilor Marble reported that the committee has revisited LED street lights with PEMCO, town center holiday lights and the hardware issue and to proceed with a bid procedure. Committee as revisited sewer concerns, the culvert policy, and the update on the MRC Fiberight engineering and sewer rate. He reported that possible changes to the transfer station has been put on hold.

Services – Councilor McAvoy reported that the committee has discussed future updates to cost sharing with affiliates in recreation areas, and held discussions on prohibiting vaping. The committee has asked Manager Jennings to develop a policy and the reinstating the Tree Board.

f. MANAGER'S REPORT – Manager Jennings recapped bulleted points from his written report. (Attached as Exhibit A) He also added that the Environmental Trust would be meeting tomorrow at 10:00 a.m. with a full roster for the first time since the committee has been newly empaneled.

g. COUNCILORS' COMMENTS -

Councilor McAvoy – Reminded everyone to shop local and buy American

Councilor Cormier – No comment

Councilor Marble – Wanted to let the public know that November is "Ride the Bus" month and that they will be providing free rides on November 8th, election day.

Councilor Wilde – No comment

Councilor McPike – Thanked DPW Director Currier for all of his work on the Culvert Policy.

Councilor Sirois – No comment

Mayor Ryder – No comment

h. ADJOURNMENT – Councilor McAvoy made a motion, seconded by Councilor Marble to adjourn at 7:30 p.m.

Respectfully Submitted,



Paula A. Scott, CCM
Town Clerk

Exhibit A

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Town Council
FROM: Angus Jennings, Town Manager
DATE: October 17, 2016
RE: Town Manager's Report to Town Council meeting

This report is intended to provide brief updates regarding current matters of potential interest that are not otherwise addressed on the Council agenda.

Tax Collector's Report on Tax Collections

As of today, the Town has collected \$5,652,493.61 in real and personal property taxes for FY17. This amount represents 51% of the total committed taxes for the year. This is a very high percentage, and is a credit to the hard work of our Tax Collector and Administration staff – and especially to the very many Hampden residents and businesses who paid their initial tax bill on time and in full!

Tax Calculator on Town Website

A new resource has been added to the Town website. An interactive calculator allows property tax payers to input the amount of their bill and see how that amount breaks down to various categories of spending. It is online here and is linked from the Budget Information page (which is one of the permanent links to the left of the website). This feature is functional but is brand new; comments and suggestions are welcome. This is part of an effort to make Town government more transparent to the public.

Tax Anticipation Note Payoff (part 1)

In August we drew \$800,000 from the Tax Anticipation Note issued by Katahdin Trust. This funding allowed the Town to keep current with its financial obligations prior to receipt of the first half of annual property taxes. (Many large payments, such as bond payments and County Tax, have already been paid for the year). The day after tax due date (Oct. 5), the complete amount was repaid, along with \$1,028 in interest. We anticipate needing to draw on the TAN again this February or March, prior to receipt of the second half of taxes due in April.

Stepping Up Transfer Station Sticker Enforcement

Beginning this past weekend, DPW has assigned an extra staff person to work at the Transfer Station during Construction & Demolition Debris Weekends. The third person is necessary in order to diligently monitor Transfer Station stickers. This weekend, thirteen vehicles were turned

away because they did not have a sticker, and one vehicle registered in Glenburn was found to have a sticker issued to a Hampden resident. (We are following up on this incident). DPW will monitor whether this extra enforcement results in reduced waste, and costs, at the Transfer Station.

Fully Constituted Environmental Trust Committee to begin meeting

The newly reconstituted Environmental Trust Committee will have its first meeting with a full quorum tomorrow at 10 AM at the Town Offices. The Committee, comprised of Kerry Woodbury, Ken White, and Town Councilor Ivan McPike, will designate officers, meet with the Trust managers from Bangor Savings Bank, and discuss potential eligible projects that it may support.

Penquis CAP Grant for Hampden Resident Septic System Replacement

During the last week of September, my office became aware of a local resident whose septic system had failed. The resident has lived in Hampden throughout their life, and with only social security as income did not have the resources to repair the system. Thanks to the efforts of Cheryl Johnson, we identified a grant program administered by Penquis CAP and assisted the resident in seeking these funds. Last week this grant was awarded, which will allow the resident to complete the work and remain living in the home.

Tax Collector Cheryl Johnson Retiring in December

After nearly 17 years serving as the Tax Collector / General Assistance Administrator / Motor Vehicle Agent / Deputy Clerk and a host of other functions, Cheryl Johnson will retire in late December 2016. Speaking as the Town Manager, and on behalf of other Town staff, I will be very sorry to see Cheryl go, and we wish her every happiness! To say there are big shoes to fill is an understatement. This job has been posted to the Town website (under "Town Job Openings"), MMA, Bangor Daily News and on social media. This position is enormously important to the Town and we are seeking highly qualified candidates.

Lifespan of a Policy Reform: Prohibiting Vaping in Hampden Parks

On September 28, the Recreation Department received a call from a resident raising concern about "vaping" at the Lura Hoit Pool soccer fields during a game. After consulting with Hampden Public Safety and me to determine that this is not currently prohibited, Director Abbott researched language in other communities and proposed specific amendments to the Hampden Outdoor Facilities Ordinance. Last week, the Services Committee reviewed and recommended amendments to prohibit "vaping" – just as smoking is currently prohibited – and at tonight's Council meeting (it is expected that) the Council referred the proposed amendments to public hearing. It is anticipated that they'll be adopted in November, and will take effect in December. I share this anecdote as an example of how one person's initiative can lead to changes in local policy, and to demonstrate that the Town can move quickly on matters that enjoy broad agreement.

HAMPDEN ENVIRONMENTAL TRUST COMMITTEE

MEETING

Thursday, August 11, 2016

5 P.M.

HAMPDEN TOWN OFFICE

MINUTES

Attending:

*Councilor Ivan McPike, Town Member of Environmental Trust Committee
Kerry Woodbury, SERF Member of Environmental Trust Committee
Town Manager Angus Jennings*

Because no Committee Chair has yet been designated, the meeting was called to order by unanimous consent of the Committee members at 5 p.m.

- 1. Introductions** – *The two members who have been appointed to the Environmental Trust Committee, Ivan McPike and Kerry Woodbury, and Town Manager Angus Jennings had all met previously so no introductions were necessary.*
- 2. Background regarding Environmental Trust – Angus Jennings, Town Manager** – *Manager Jennings provided a brief summary of the process that has led to the re-activation of the Environmental Trust Committee, which based on available records has not met since 2009. He said that the two appointed Committee members, both present, were convened today in order to appoint the third member – the “Neutral Member” – pursuant to the Environmental Trust. The third appointment will complete the Committee and allow it to proceed with its authorized activities.*
- 3. Consideration of potential appointment of Neutral Member by Town Member (Ivan McPike) and SERF Member (Kerry Woodbury)** – *Councilor McPike reported that Hampden resident and retired businessman Bill Estes had been asked to serve on the Committee and has agreed to do so. He briefly summarized Mr. Estes’ business background and understanding of financial matters. There was a motion by Councilor McPike seconded by Mr. Woodbury to appoint Bill Estes to serve as the Neutral Member of the Environmental Trust Committee. The motion passed 2-0.*

- 4. Review of next steps** – *Manager Jennings stated that the appointment of Mr. Estes would be brought to the Town Council for their ratification at their meeting on August 15. Once Mr. Estes is appointed and sworn in by the Town Clerk, he said that the Committee members would then schedule their first meeting of the full Committee sometime in September. He suggested the inclusion of three items on the Committee’s meeting agenda: a meeting with representation from Bangor Savings Bank, which as the Institutional Trustee manages the Trust’s assets; presentation of expenses budgeted in the Town’s FY17 budget that would only move forward upon authorization of \$120,000 from the Environmental Trust (requiring votes of both the Trust Committee and the Town Council); and a presentation of Town expenses incurred since the prior 2009 meeting of the Trust which, subject to approval of the Trust and Council, would be eligible for reimbursement from the Trust.*

Councilor McPike said that the Committee should receive regular financial statements regarding the Trust’s assets, both principal and income. There was brief discussion regarding eligible uses for Trust income based on the language of the Trust.

- 5. Adjourn** – *There was a motion by Councilor McPike, seconded by Mr. Woodbury, to adjourn the meeting, and by a 2-0 vote the meeting was adjourned at 5:15 PM.*

Respectfully submitted –
Angus Jennings, Town Manager

HAMPDEN ENVIRONMENTAL TRUST COMMITTEE

MEETING

Wednesday September 7th, 2016

8:45 A.M.

HAMPDEN TOWN OFFICE

MINUTES

1. **Introductions** – *Councilor Ivan McPike, SERF member Kerry Woodbury and Town Manager Angus Jennings were present along with the Town Clerk. No introductions were needed as all members knew one another.*
2. **Background regarding Environmental Trust – Angus Jennings, Town Manager** – *As there were no members of the public present and the potential nominee was not present, the background information did not need to be shared with those present.*
3. **Consideration of potential appointment of Neutral Member by Town Member (Ivan McPike) and SERF Member (Kerry Woodbury)** – *Councilor McPike nominated Ken White as the neutral member of the committee. He runs F. A. Peabody Insurance and hails from a family that has been in Hampden for many years. Kerry Woodbury seconded the nomination. By unanimous consent it was agreed upon to appoint Ken White to the Environmental Trust Committee.*
4. **Review of next steps** – *Manager Jennings stated that it was too late to get the confirmation of Ken White on the agenda for the 8th, but it will be on the agenda for the Council meeting to be held September 19th. After Council confirmation we can arrange to have Ken sworn in the following day and then the members can schedule the first meeting that will also tentatively include bank representatives and their in house attorney.*
5. **Adjourn** – *By unanimous consent the meeting adjourned at 8:51 a.m.*

Respectfully Submitted,

Paula A. Scott, Town Clerk

Hampden Public Safety
Citizen Advisory Committee

Minutes

9-27-16

- All committee members were present: Michael Allen, Brian Bouchard, Nicholas Raymond, Rev. David Nicol, Wally Fraser, Nancy Fenders, Jamie Sinclair and Terry McAvoy. Also present were PSD Joe Rogers, Sgt. Chris Bailey, Lt. Jason Lundstrom, Sgt. Scott Webber and FF/Paramedic Chris Liepold.
- Sgt. Bailey explained the mission of the committee is to increase communication between citizens and the public safety department.
- PSD Rogers gave an overview of Hampden Public Safety and answered questions from committee members.
- Members discussed their public safety concerns and why they were interested in the Citizen Advisory Committee. Elderly issues, (isolation and food security) and drug issues were discussed. Sgt. Bailey discussed how the Heroin epidemic has affected the Town of Hampden.
- Members discussed the Marijuana Legalization Referendum and for public safety to be thinking about the impact on the community. There was a suggestion to get information out to the public.
- Members discussed identifying organizations and resources in the community to assist with various issues, i.e. drugs, the elderly etc.
- Members discussed having a community forum in conjunction with the schools to educate parents on drug trends. Possibly include information related to community resources.
- Members discussed the frame work for future meetings:
 - An educational component at each meeting. Ex. Jaws of Life, visit to PRCC etc. Members will e-mail Sgt. Bailey with ideas.
 - Will profile a public safety employee at each meeting.

- E-mail will be the primary communication source.
 - Members identified Thursday as the best day for meetings. The first few meetings will be monthly. The meetings will eventually be quarterly.
 - Have the SRO come to a meeting to discuss teen issues.
 - Discuss crime trends at each meeting.
 - Discuss the number and types of calls related to the elderly at each meeting.
 - Have a student on the committee. The student should be a citizen of the Town of Hampden. Sgt. Bailey will speak with Sgt. Stewart about a recommendation.
 - Each meeting will include an opportunity for members to discuss public safety issues in their neighborhood.
 - Members will e-mail agenda items before each meeting.
-
- Sgt. Bailey discussed the strategic planning process. The current draft goals and performance measures were distributed to members. Members were asked to review the goals and offer comments/suggestions at the next meeting.
 - Members received a tour of the public safety building.
 - The meeting adjourned at 8:30 PM.
 - **The next meeting is scheduled for 11-17-16 at 6:00 PM at Hampden Public Safety.**



Hampden Public Safety

B-3-c

Emergency Services Working Together

106 Western Avenue
Hampden, ME 04444



Phone: 207-862-4000

Email: publicsafety@hampdenmaine.gov

<http://www.hampdenmaine.gov/>

<https://www.facebook.com/hampdenpublicsafety>

Police—Fire—EMS

Code Enforcement
Building Inspection
Fire Inspection

Local Health Office

Joseph L. Rogers
Director of Public Safety
Kandy A. McCullough
Admin. Office Manager

Police

T. Daniel Stewart
Sergeant / SRO
Scott A. Webber
Sergeant
Christian D. Bailey
Sergeant
Joel Small
Investigator
Joseph D. Burke
Patrol Officer
Benson G. Eyles
Patrol Officer
Shawn F. Devine
Patrol Officer
Marc Egan
Patrol Officer
William Miller
Patrol Officer
Jeffrey L. Rice
Patrol Officer

Fire

Jason Lundstrom
Lieutenant / Fire Inspector
Daniel Pugsley, Jr.
Lieutenant / Paramedic
Matthew St. Pierre
Lieutenant / Paramedic
Myles Block
CEO / Paramedic
Jared LeBarnes
Building Inspector / Paramedic
Joseph Dunton
Paramedic / Chaplain
Matthew Thomas
FF / Paramedic
Shawn McNally
FF / Paramedic
Matthew Roope
FF / Paramedic
Chris Liepold
FF / Paramedic

Hampden Public Safety Citizen Advisory Committee

Agenda

11-17-16 at 6 PM

- What's going on in your neighborhood?
- Update on teen member of committee
- Employee profile/Guest speaker-Special Agent Joseph Burke-Maine Drug Enforcement Agency
- Public Safety trends
- Update on Strategic Planning-input from committee members
- Next meeting date
- Adjournment

Refreshments will be available



Maine Municipal Employees Health Trust

60 COMMUNITY DRIVE AUGUSTA, MAINE 04330-9486 (207) 621-2645
www.mmeht.org

Town of Hampden
RECEIVED

NOV 07 2016

Office of the
Town Manager

IMPORTANT NOTICE

To: Mr Angus G Jennings, Town Manager
Town of Hampden
From: Diane Barnes, Chair, Board of Trustees
Date: November 4, 2016
Re: 2017 Health Trust Rate Announcement – Non-Rated Groups

The Maine Municipal Employees Health Trust (MMEHT) Board of Trustees has established 2017 rates for its health, dental, life, vision, income protection, and long term disability plans. These rates will take effect on January 1, 2017. The Health Trust will mail a separate general rate and benefit plan change announcement to all Health Trust participants within the next few weeks.

This notice contains the following important announcements and information:

- **2017 Rate Adjustments by Benefit Plan Type**
- **2017 Rate Adjustment – Medicare Retirees**
- **2017 Health Plan Benefit Changes**
- **Health Trust Wellness Programs**

2017 Rate Adjustments – All Plans

The Health Trust announces the following 2017 rate adjustments by benefit plan type:

1. **Health Plans**
For all Non-Rated Groups: **9.25% increase for POS A and POS C plans**
11.25% increase for POS 200, PPO 500, PPO 1000,
PPO 1500 and PPO 2500 plans
2. **Dental Plan** **3% increase (all groups)**
3. **Life Insurance Plan** **No adjustment (all groups)**
4. **Vision Insurance Plan** **No adjustment (all groups)**
5. **Income Protection Plan** **No adjustment (all groups)**
6. **Long Term Disability Plan** **No adjustment (all groups)**

These rate adjustments will become effective January 1, 2017.

The health plan rate adjustments listed above apply to all Non-Rated Groups – that is, employer groups with 50 or fewer covered participants. Health plan premiums for the Individually Rated Groups (groups with more than 50 covered employees) will receive different adjustments, based upon the experience of the individual group. Rate adjustments for the Individually Rated groups depend in part upon the group's own claims experience, and in part upon the experience of the Health Trust as a whole.

Each year, the Health Trust Board works with its actuary, benefit advisors, and staff to examine plan costs and set rates. This is accomplished by looking at the Health Trust's past claims experience, as well as future inflation trends that take into account increasing use of medical services, technology, prescription drugs, and cost shifting from underpayment of services by Medicaid and Medicare.

For 2017, combining factors for healthcare and pharmacy trends and actual Health Trust claims experience resulted in an indicated average rate adjustment of 11.99%. In an effort to reduce the financial impact of such an increase on Trust employers and employees, the Health Trust Board of Trustees voted to use a portion of the Health Trust reserves to lower the rate adjustment to an overall Trust-wide average of 9.25%.

The 9.25% rate increase will be applied to the POS A and POS C plans. However, as the lower-cost health plans (the POS 200 and all of the PPO plans) continue to grow, and their experience becomes more credible, the Trust's actuary has determined that they continue to be underpriced, based upon actual claims experience by plan. Because of this underpricing, as well as the higher medical trends projected for the PPO plans, the Trustees voted to increase premiums for those plans by an additional 2%. This means that the rate increase for the POS 200 plan and all of the PPO plans will be 11.25%, for all non-rated employer groups.

The Health Trust is able to apply funds from the reserves to lower rates for 2017 because it is financially strong. However, it is important to realize that these reserves are not unlimited, and the Trust must continue to maintain enough in the reserve account to provide stability in the future. The Health Trust is faced with significant expenses, including over \$2 million in fees each year to support programs through the federal Affordable Care Act. These fees are projected to continue into the future, and may even increase, which will affect the Trust's available reserves.

2017 Rate Adjustment – Medicare Retirees

The Health Trust is one of the few providers of health benefits in the state of Maine that will continue to cover employees as part of the group, even after they have retired. Eligible retirees under the age of 65 are eligible to continue the same coverage as active employees. Retirees age 65 and over, or those eligible for Medicare, are eligible for the Health Trust's Retiree Group Companion Plan coverage. This plan includes full prescription drug benefits, with the same prescription drug coverage as the active employee plans. Prescription drug costs currently make up about 70% of the total plan costs for the Medicare retirees participating in the Health Trust plan.

Because the premiums for these Medicare retirees are currently based in part upon the annual rate adjustments for the employer groups from which they retired, the monthly premiums for Medicare retirees vary widely. The Health Trust Board has determined that it is in the best interests of these retirees, and of the Trust as a whole, for these premiums to be brought more in line with actual claims experience for the entire group of Medicare retirees, rather than tying the annual rate adjustment for the retirees to the experience of the active employees. As a result, premiums for the Medicare retirees will be increasing in 2017, but not at the same percentage as premiums for active employees.

The Health Trust began the process of equalizing the monthly premiums for all Medicare retirees in 2016, and is continuing this process with the 2017 rate adjustments. Medicare retirees who retired from a **non-rated group** (an employer that currently covers 50 or fewer employees in a Health Trust health plan) will be assessed a rate increase of **8.0%**.

Health Plan Benefit Changes for 2017

The following plan benefit changes will be effective January 1, 2017.

Emergency Room Copays

Effective January 1, 2017, the **Emergency Room copay for all POS and PPO plans will increase by \$50**. Use of emergency room services by Health Trust health plan members is very high, and a significant percentage of those emergency room visits are for non-emergency reasons such as sore throats, coughs, colds, skin rash, conjunctivitis, and ear infections. The average cost for an emergency room visit has increased greatly over the past several years, and this has continued to be a large claims expense for the Health Trust. For this reason, and in an effort to decrease the number of non-emergency visits to the emergency room, the Health Trust is increasing the copay for emergency room services, to **\$150 per visit for the POS plans and \$200 per visit for the PPO plans**.

We understand that this increased copay expense may pose a hardship for some members. We encourage members to use one of the Walk-In Clinics in Anthem's network whenever possible rather than going to the emergency room. Members who use a participating Walk-In Clinic will only be charged the Specialist copay for whichever plan they are in, rather than the higher emergency room copay. A current list of participating Walk-In Clinics may be found on the *What's New?* page of the Health Trust's website, www.mmeht.org.

We also encourage participants in the Health Trust health plan to enroll in Anthem's LiveHealth Online feature, which allows members to talk to a doctor online through a live video. Members can log on, choose a doctor from a list of health services providers, and ask questions, any time, day or night. To use LiveHealth Online, members will need to log on to livehealthonline.com, and set up an account. The member's credit card will be charged the appropriate office visit copay for each time the member speaks with a LiveHealth Online doctor.

Members may also wish to use the free NurseLine service available through Anthem. This service allows members to speak with a registered nurse about any health concern. Nurses can answer questions and/or provide suggestions on where the member should go to receive care. The NurseLine may be accessed by calling 1-800-607-3262 (toll free).

Some of the most common uses for the LiveHealth Online and NurseLine services are for questions relating to cold or flu symptoms, headaches, allergies, and other family health issues. Many of the emergency room visits by Health Trust members are related to these symptoms. When members use LiveHealth Online, or when they call the NurseLine, both the Health Trust and its participants can save money. LiveHealth Online and the NurseLine are not meant for emergency situations – members should call their doctor or 911 in an emergency.

Prescription Drug Copays

Effective January 1, 2017, **all** Health Trust medical plans (POS, PPO, and Retiree) will see the following changes:

Elimination of “two copays for a 90 day supply” at retail pharmacies.

Effective January 1, 2017, members will be charged a copay for each 30-day supply of medications purchased at a retail pharmacy (that is, three copays for each 90-day supply). Members who purchase their medications through Anthem's mail order pharmacy, on the other hand, will only have to pay two copays for that same 90-day supply.

By requiring members to pay three (3) copays when purchasing a 90-day supply of medications at the retail pharmacy, but only two (2) copays when purchasing a 90-day supply via mail order, the Trust hopes to encourage more members to use the mail order program for their prescription drugs. There is no dispensing fee charged to the Trust for prescriptions purchased via mail order, and there is a greater discount on the price of medications purchased via mail order, so such a change could provide substantial savings to the plan.

Information on how to fill prescriptions via mail order will be sent to all Health Trust participants as part of their 2017 rate letters. It will also be included in this winter's *Wellness Works* newsletter. Although the copay change

does not take effect until January 1, 2017, we encourage members who are currently filling 90-day prescriptions at the retail pharmacy to consider switching to mail order now. By making the change now, members will be assured of receiving the lower copay via mail order in 2017.

Adoption of a 15-day split fill program for specialty medications.

This program applies only to new prescriptions for a small list of specified specialty medications for treatment of cancer, multiple sclerosis, iron toxicity, neurological disorders, and blood cell deficiency. Members will receive 15-day supplies of their medications for the first two months. The member will only be charged a partial copay for each 15-day supply, and the plan will only pay for 15 days' worth of medication for each partial fill. At the end of the two month trial period, if the member is able to tolerate the medication, they will then transition to a 30-day supply. This program will only apply to members filling their specialty medications through Accredo, as Apothecary by Design already has a similar program in place.

Transgender Surgery

In compliance with the Non-Discrimination provision of the federal Affordable Care Act, effective January 1, 2017, all of the Health Trust health plans will remove the exclusion for transgender surgery.

Health Trust Wellness Programs

For over twenty-five years, the Health Trust has provided **health education and promotion programs** to Health Trust health plan participants. These programs, which range from health education classes held at the worksite, to grant programs for employer-sponsored wellness programs, to newsletters and bulletins, can help your employees and their dependents to stay healthier and more productive in the workforce. The Health Trust recommends these wellness programs as an important tool to help keep claims costs down and health insurance premiums at a reasonable level.

We encourage you and your employees to take advantage of the Health Trust's health education and promotion programs. We can help improve the health status of your employees and control costs with wellness offerings aimed at modifying health risk factors such as smoking, obesity, poor nutrition, stress, and sedentary life styles. We encourage you to contact the Health Trust's Wellness Works staff at 1-800-452-8786 for more information.

As a member of the Health Trust, you are part of a group self-insured plan that is committed to providing its employer groups and participants with superior customer service and quality benefit plans, and to using its strength in numbers to take full advantage of cost saving opportunities in the health care market, today and in the future. **The Board of Trustees appreciates your commitment to the Trust.**

If you have any questions about the information contained in this notice, or if you would like additional information about any Health Trust program, please contact Anne Wright, Director, Health Trust Services, or Kristy Gould, Assistant Director, Health Trust Services, at 1-800-452-8786.

Health Trust Board of Trustees

Diane Barnes, Chair (Lisbon)
Gregory L'Heureux, Vice Chair (South Portland)
Martin Puckett, Secretary (Presque Isle)
Jonathan Carter, Trustee (Wells)
Missy Flayhan, Trustee (Sanford)
Cheryl Fournier, Trustee (Saco)

Donald Gerrish, Trustee (Retiree)
Mark Green, Trustee (WHCA)
Kelly Karter, Trustee (Hampden)
Richard Metivier, Trustee (Retiree)
Dale Olmstead, Trustee (Retiree)



Maine Municipal Employees Health Trust

RECEIVED
NOV 07 2016

BY:.....

Town of Hampden
RECEIVED

NOV 07 2016

Office of the
Town Manager

MONTHLY RATES
EFFECTIVE DATE: JANUARY 1, 2017

Health (NON-RATED - Employer groups with 50 or fewer employees)

	POS-A	POS-C	POS-200	PPO-500	PPO-1000	PPO-1500	PPO-2500
Single Person	\$1,163.32	\$1,023.73	\$902.79	\$872.93	\$836.04	\$758.59	\$692.81
Employee & Spouse	\$2,609.51	\$2,296.37	\$2,025.08	\$1,958.10	\$1,875.37	\$1,701.64	\$1,554.10
Employee & Child(ren)	\$1,898.22	\$1,670.43	\$1,473.08	\$1,424.38	\$1,364.18	\$1,237.81	\$1,130.49
Family	\$2,609.51	\$2,296.37	\$2,025.08	\$1,958.10	\$1,875.37	\$1,701.64	\$1,554.10

Retiree (with Medicare) - Retiree Group Companion Plan

Single Person	\$507.36
Two Person	\$1,014.70

¹ Dental

Single Person	\$42.10
Employee & Spouse	\$72.67
Employee & Child(ren)	\$138.70
Family	\$138.70

² Vision

Single Person	\$5.31
Employee & Spouse	\$10.62
Employee & Child(ren)	\$11.37
Family	\$18.18

Income Protection Plan (short term disability)

Employee may select 40%, 55% or 70% of annual salary
\$2.04 per month for each \$100 of monthly coverage

Long Term Disability

³ Employer Paid: \$0.40 per \$100 of covered payroll

⁴ Employee Paid: Age banded

Life Insurance

Basic Life (including AD&D)	\$0.30 per \$1,000 of coverage, per month
	No cost if enrolled in health insurance
Supplemental Life	\$0.30 per \$1,000 of coverage, per month
Dependent Life	Option A \$1.50
	Option B \$3.20

- 1 - Dental coverage has no minimum participation requirement
- 2 - Vision coverage has no minimum participation requirement
- 3 - Long Term Disability must have 100% enrollment if employer-paid
- 4 - Long Term Disability requires minimum 25% enrollment if employee-paid



STATE OF MAINE
DEPARTMENT OF TRANSPORTATION
16 STATE HOUSE STATION
AUGUSTA, MAINE 04333-0016

B-3-e

Paul R. LePage
GOVERNOR

David Bernhardt
COMMISSIONER

November 1, 2016

Town of Hampden
RECEIVED
NOV 07 2016
Office of the
Town Manager

Angus Jennings, Town Manager
Town of Hampden
106 Western Avenue
Hampden, Me 04444

Re: Hermon, I-95 Overpass on Newburgh Road/Shaw Hill Road (Bridge #5968)

Dear Mr. Jennings:

The Maine Department of Transportation will be conducting an informational public meeting to discuss the above referenced project on Tuesday evening, November 15, 2016 at 6:00 p.m., at the Hermon Town Hall located at 333 Billings Road in Hermon, Maine, as described in the enclosed Notice.

The Department is considering closing the bridge during construction. The closure and detour around the bridge may be in place for approximately four months during the 2017 construction season.

A copy of this Notice will be published in an area newspaper prior to the meeting.

I and other representatives of the Department of Transportation will be present to listen to concerns, receive comments and answer questions about the project

If you have any questions regarding the arrangements, please let me know. You may contact me at (207) 441-7362 or e-mail me at andrew.w.lathe@maine.gov.

Sincerely,

Andrew W. Lathe
Project Manager
Bridge Program

Enclosure



PRINTED ON RECYCLED PAPER



MaineDOT

***Notice of
INFORMATIONAL
PUBLIC MEETING
IN HERMON***

**TO DISCUSS
THE BRIDGE DECK REPLACEMENT OF THE
I-95 OVERPASS ON NEWBURGH ROAD/SHAW HILL ROAD**

**TUESDAY, NOVEMBER 15, 2016
AT 6:00 P.M.
AT THE HERMON TOWN HALL
LOCATED AT 333 BILLINGS ROAD**

Please join MaineDOT for an informational public meeting to discuss the proposed deck replacement of the I-95 Overpass on Newburgh Road/Shaw Hill Road (Bridge #5968) which carries Newburgh/Shaw Hill Roads over I-95 in Hermon, Maine.

The Department is considering closing the bridge to traffic during construction. The closure and detour around the bridge may be in place for approximately four months during the 2017 construction season.

Representatives of the Maine Department of Transportation will be present on Tuesday, November 15, 2016 at 6:00 p.m. to listen to concerns, receive comments, and answer questions from anyone with an interest in the project. The Department is particularly interested in identifying local concerns and issues. Anyone with an interest is invited to attend and participate in the meeting.

Accommodations will be made for persons with disabilities. Auxiliary aids will be provided upon advanced request.

Any inquiries regarding this project may be directed to the attention of Andrew Lathe, Project Manager, Maine Department of Transportation, Bridge Program, 16 State House Station, Augusta, Maine 04333-0016. Telephone: (207) 441-7362. Email: andrew.lathe@maine.gov.

**Work Identification Number: 018973.00
TTY Users Dial Maine Relay 711**



B-3-f

1/8

Town of Hampden
RECEIVED

OCT 31 2016

Office of the
Town Manager

October 21, 2016

Dear Friends,

I just wanted to write you a quick note to say **THANK YOU** for being such a great neighbor and allowing the snowmobile trail to cross your property.

For over 40 years the Goodwill Riders Snowmobile Club has been maintaining the snowmobile trails with all volunteer help.

Many, Many people get winter enjoyment because of your generosity and Maine attitude of allowing access, without people like you we would not exist.

If there is anything we can do better, please call me anytime!

In appreciation, I've enclosed a card for a FREE Bean Supper! We would love for you to come to one of our Monthly Bean Suppahs and get a real taste of Hampden☺ Our Bean Suppers are on the 2nd Saturday of the Month. If you would like to learn more about the club you can visit www.goodwillriders.com .

Sincerely,

Rich Armstrong, President

207.745.0505

Hampden Public Safety

B-3-g

Emergency Services Working Together

106 Western Avenue
Hampden, ME 04444

Phone: 207-862-4000

Email: publicsafety@hampdenmaine.gov

<http://www.hampdenmaine.gov/>

<https://www.facebook.com/hampdenpublicsafety>

Police—Fire—EMS

Code Enforcement
Building Inspection
Fire Inspection

Local Health Office

Joseph L. Rogers
Director of Public Safety
Kandy A. McCullough
Admtn. Office Manager

Police

T. Daniel Stewart
Sergeant / SRO
Scott A. Webber
Sergeant
Christian D. Bailey
Sergeant
Joel Small
Investigator
Joseph D. Burke
Patrol Officer
Benson G. Eyles
Patrol Officer
Shawn F. Devine
Patrol Officer
Marc Egan
Patrol Officer
William Miller
Patrol Officer
Jeffrey L. Rice
Patrol Officer

Fire

Jason Lundstrom
Lieutenant / Fire Inspector
Daniel Pugsley, Jr.
Lieutenant / Paramedic
Matthew St. Pierre
Lieutenant / Paramedic
Myles Block
CEO / Paramedic
Jared LeBarnes
Building Inspector / Paramedic
Joseph Danton
Paramedic / Chaplain
Matthew Thomas
FP / Paramedic
Shawn McNally
FP / Paramedic
Matthew Roope
FP / Paramedic
Chris Liepold
FP / Paramedic

MEMORANDUM

Town of Hampden
RECEIVED

OCT 05 2016

Office of the
Town Manager

To: Hampden Land & Building Services Team
From: Myles Block, Code Enforcement Officer *MB*
Date: October 4, 2016
Re: Change in Building Permit Requirements
CC: Angus Jennings, Town Manager

Effective November 2nd, 2016 the language governing building permits comes directly from either the International Residential Code (IRC) (Detached one- and two-family dwellings and multiple single-family dwellings [townhouses] not more than three stories above grade plane in height with a separate means of egress and their accessory structures) or the International Building Code (IBC) (all other structures).

For projects falling under the IRC the following is the language for permits:

SECTION R105 PERMITS

R105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

R105.2 Work exempt from permit. Permits shall not be required for the following. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 200 square feet (18.58 m²).
2. Fences not over 6 feet (1829 mm) high.

Hampden Public Safety

Emergency Services Working Together

106 Western Avenue
Hampden, ME 04444

Phone: 207-862-4000

Email: publicsafety@hampdenmaine.gov

<http://www.hampdenmaine.gov/>

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Police—Fire—EMS

Code Enforcement
Building Inspection
Fire Inspection

Local Health Office

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Director of Public Safety
Kandy A. McCullough
Admin. Office Manager

Police

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Sergeant/SRO
Scott A. Webber
Sergeant
Christian D. Bailey
Sergeant
Joel Small
Investigator
Joseph D. Burke
Patrol Officer
Benson C. Eyles
Patrol Officer
Shawn F. Devine
Patrol Officer
Marc Egan
Patrol Officer
William Miller
Patrol Officer
Jeffrey L. Rice
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CEO / Paramedic
Jared LeBarnes
Building Inspector / Paramedic
Joseph Dunton
Paramedic / Chaplain
Matthew Thomas
FP / Paramedic
Shawn McNally
FP / Paramedic
Matthew Roope
FP / Paramedic
Chris Liepold
FP / Paramedic

3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
4. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18927 L) and the ratio of height to diameter or width does not exceed 2 to 1.
5. Sidewalks and driveways.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Prefabricated swimming pools that are less than 24 inches (610 mm) deep.
8. Swings and other playground equipment.
9. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
10. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by Section R311.4.

For projects falling under the IBC the following is the language for permits:

SECTION 105 PERMITS

105.1 Required. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m²).
2. Fences not over 6 feet (1829 mm) high.
3. Oil derricks.

Hampden Public Safety

Emergency Services Working Together

106 Western Avenue
Hampden, ME 04444

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Joseph Danton
Paramedic / Chaplain

Matthew Thomas
FP / Paramedic

Shawn McNally
FP / Paramedic

Matthew Roope
FP / Paramedic

Chris Liepold
FP / Paramedic

- Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
- Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
- Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
- Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- Temporary motion picture, television and theater stage sets and scenery.
- Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18925 L) and are installed entirely above ground.
- Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
- Swings and other playground equipment accessory to detached one- and two-family dwellings.
- Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Groups R-3 and U occupancies.
- Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753mm) in height.

With Maine State amendments fully log homes and buildings used to house livestock or harvested crops are not subject to the code.



Town of Hampden
Planning and Development Committee
Wednesday October 19, 2016, 6:00 pm
Municipal Building Council Chambers

Minutes

Attending:

Committee/Council

Ivan McPike-Chair
David Ryder, Mayor
Terry McAvoy
Mark Cormier
Dennis Marble
Stephen Wilde

Staff

Angus Jennings, Town Manager
Karen Cullen, Town Planner
Myles Block, Code Enforcement Officer

Public

none

Chairman McPike called the meeting to order at 6:00 p.m.

1. Approval of September 21, 2016 Minutes – Motion to approve as presented made by Councilor Wilde with second by Councilor Marble; carried 6/0/0.
2. Committee Applications: None.
3. Updates:

A. Status of MRC/Fiberight

Town Manager Jennings and Planner Cullen gave an update on the project, primary points included:

- Town has recently received revised plans for the road and sewer which are being reviewed by our engineers, there are a number of changes to the plans from those previously submitted;
- Expect work to begin very soon on the first phase of road construction, which is to build one lane of the road to sub-base gravel;
- Preconstruction meeting was held last week and went well;
- MRC is holding a groundbreaking ceremony on Wed Oct 26 at 9:30 am at the road entrance at Coldbrook Road.

Aside: Sargent is getting started on the east road (East Carey Drive); the bond reduction for Carey Circle is being processed shortly and they will be putting up a bond for East Carey Drive.

4. Old Business:

- A. Business Park TIF: Planner Cullen handed out a map of the business park with the parcels noted as to whether they are designated in the 2014 Development Agreement as to be included in the TIF (light purple), were not specified as being included in the TIF (dark purple; the "excluded parcels"), or were already developed and thus not to be included in the TIF (blue). Policy question for P&D – should the TIF district include the "excluded" (dark purple) parcels as well as the "included" parcels? A discussion took place with the main points:
- To be competitive in marketing the "excluded" (dark purple) parcels, Epstein would like them to be included in the TIF.
 - Staff understands that inclusion of a property in the TIF district does not obligate the town to enter into a credit enhancement agreement (CEA) on that parcel, it provides the option to do so.
 - If the "excluded" (dark purple) parcels are included in the TIF district and the town enters a CEA, that would give those parcels a strong competitive advantage relative to the other parcels – internal competition among the business park parcels.
 - Want to incentivize business in town to get more businesses in, that would then benefit taxpayers. It's important how the marketing is managed; sequencing of parcel sales.
 - If the "excluded" (dark purple) parcels are included in the TIF district, they will probably sell first.
 - As it stands now, no purchaser of any lot in the park will get any tax benefit, only Sargent will (to offset their up front investment in the infrastructure per the Development Agreement). Furthermore, the building has to be valued at \$500,000 or more for 50% of the taxes to go to Sargent, and if it hits that threshold then the entire value of the building is counted.
 - The current arrangement per the Development Agreement makes it very difficult for us to offer an incentive to purchasers of the "included" (light purple) parcels for a period of ten years, putting Hampden at a competitive disadvantage to other towns.
 - Sargent has indicated they don't mind if we include the "excluded" (dark purple) parcels in the TIF.
 - Consensus – include the "excluded" (dark purple) parcels in the TIF District. No decision to be made tonight; these parcels can be removed later if need be.
 - Aside: covenants are in place and are thought to be restrictive to development; buffer along Route 202 is thought to be unattractive.
 - Land use question: restaurants are allowed per zoning; what are your thoughts about marketing specifically for restaurants. Is that part of the vision for the park? Would it have the potential for competition with town center?

- Staff is working on a list of eligible uses for the TIF funds.
- Timeframe: to DECD by end of Feb; our goal is to get the whole TIF to P&D Dec 7 or 21 for referral to TC.

5. New Business: None.

6. Zoning Considerations/Discussion:

- A. Format of Use listings in zoning ordinance – Planner Cullen led a discussion of the use listings in the ordinance; currently set up as paragraph format by district, conversion to table format allows reader (property owners, town officials and staff) to more readily and easily understand what is allowed where. Karen drafted a use table for Hampden using all of the existing districts and the current uses (by right, with site plan approval, and by conditional use) and presented it for discussion to the Committee. She and Town Manager Jennings pointed out a number of issues that were uncovered by putting the uses into table form, including inconsistencies between uses, districts, and in at least one case state law. Karen also noted there are 26 footnotes which are qualifiers to some of the uses in some of the districts. This is a work in progress but staff would like direction on whether to continue work on this or if Council prefers the existing paragraph format. Consensus of the Committee is to keep working on this, the table format is better than the paragraph format.
- B. Ballot Question 1, retail marijuana – Planner Cullen said that in the event question 1 passes on Nov 8th, staff needs to be prepared with the direction Council would like to go with the whole retail marijuana issue. While the Town cannot regulate the use of marijuana (if Question 1 passes statewide), we do have the option to either prohibit or regulate (or neither) any or all of the five retail marijuana categories included in the Act: stores, social clubs, cultivation facilities, product manufacturing, or testing facilities. It was noted the Act provides a 9 month period for the state to adopt rules, and we understand the Town can rightfully reject any applications for any retail marijuana establishments during that time; this gives us time to draft and adopt local regulations or a moratorium in the event that becomes necessary. After the election we'll know how Hampden voters feel about it, which might inform Council's decision. After discussion it was the consensus of the Committee that if question 1 passes, staff should be prepared to proceed with regulating retail marijuana businesses.

Planner Cullen also noted the town has the option to issue local licenses for such establishments; CEO Myles Block said an argument in favor of licensing is the benefit of having an annual inspection requirement.

7. Citizens Initiatives: None.

8. Public Comments: None.

9. Committee Member Comments: None.

10. **Adjournment: Motion to adjourn at 7:06 by Councilor Marble; seconded by Mayor Ryder, carried 6/0/0.**

*Respectfully submitted by
Karen Cullen, Town Planner*

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday October 3rd, 2016

MINUTES

Hampden Town Office

Attending:

Councilor Greg Sirois, Chair

Mayor David Ryder

Councilor Mark Cormier

Councilor Terry McAvoy

Councilor Stephen Wilde

Councilor Dennis Marble

Councilor Ivan McPike

Town Manager Angus Jennings

Town Attorney Ed Bearor

Resident Walt Kurowski

Resident James Lee

Resident Lisa Carter

Residents

Chairman Sirois called the meeting to order at 6 p.m.

1. **Meeting Minutes – September 19th, 2016** – *There was a motion and a second to approve the minutes as written. Approved 7-0.*
2. **Review & Sign Warrants** – *Warrants were reviewed and signed by Committee members.*
3. **Old Business** – *None.*
4. **New Business**
 - a. **MRC Board of Directors Election – Candidate nomination form** – *Mayor Ryder reported that both Councilor McPike and Councilor Wilde have expressed interest in being nominated to serve on the Board of Directors for the Municipal Review Committee. There was discussion regarding whether the Council could put forward two nominees, but neither the Town Manager nor the Town Attorney knew whether this would be permitted under the MRC Board Bylaws. There was a motion by Councilor Marble seconded by Councilor Sirois to recommend that the Council nominate Councilor McPike. The vote passed 4-3 with Councilors McAvoy, Cormier and Wilde opposed.*
 - b. **Review of rules of procedure under Robert's Rules of Order for Motions to Reconsider** – *Manager Jennings presented is memo in the packet stating that the Motion to Reconsider at the previous Finance Committee meeting had been accepted without receiving a*

second or a vote. Attorney Bearor provided background regarding Robert's Rules of Order as it relates to Motions to Reconsider. He noted that the Town Council Rule #11 does not specify that a second and vote is needed, but this is not specified in many other areas of the Rules but is how motions are generally handled. He noted that the Council Rules #19 reference Robert's Rules. Councilor Marble said this should be clarified. Attorney Bearor said that a second and vote is part of the Council's standard procedures.

Councilor McAvoy said he does not feel the language is ambiguous, and that it does not specify the need for a second or vote. Councilors Marble and Sirois said that the normal process includes a second and a vote. Resident Walt Kurowski of 96 Patterson Road said he thinks it is unfortunate that the meeting is combative.

Manager Jennings said that it is important for the Committee to decide what procedure it will apply so that this does not cause confusion in anticipation of future Motions to Reconsider. Councilor Marble asked whether, if the Council Rules are ambiguous, this would revert to Robert's Rules and Attorney Bearor said yes.

Councilor Marble made a motion to recommend that the Council adopt clarification to the Council Rules that Rule 11 and that motions referenced in any other rule that does not specify otherwise would require both a second and a vote to take effect. Councilor McPike seconded the motion. However Councilor McAvoy pointed out Council Rule #14 which states that the Council Rules cannot be dispensed with without unanimous consent, and that the Rules cannot be amended if advance notice was not provided on the prior meeting agenda. Manager Jennings and Attorney Bearor agreed.

Councilor Wilde expressed concern that the Council had already revised the Rules many times. Councilor Marble said that he doesn't see it as a change to the Rules so much as a clarification.

- c. Discussion on borrowing terms for November referendum questions** – *Manager Jennings said that he recommended basing the Treasurer's Report related to the proposed borrowing Ballot Questions on the November election on ten year borrowing, rather than 15 years. Motion by Mayor Ryder seconded by Councilor Marble to support this recommendation, and the motion passed 7-0.*

- d. Request for Councilor disclosure statements for any potential or perceived conflict or special interest under Section 3.5.F.3 Code of Ethics Ordinance-** *requested by Councilor McAvoy – Councilor McAvoy said that he had asked for this item to be on the agenda in*

hopes of reviewing all Councilors' disclosure forms, and stated that he thinks that Councilor Sirois has a conflict of interest relative to potential additional ballfields due to Councilor Sirois' wife's position as President of the Bronco Travel Soccer Club (BTSC) Board of Directors. He made a motion to recommend that the Committee find that Councilor Sirois is ineligible to participate due to a conflict of interest, and Councilor Cormier seconded the motion.

Councilor McAvoy referred to language in the 2015 Recreation Plan, page 17, referring to a priority to develop sports fields due to the potential loss of the fields at the H.O. Bouchard site. He said that Town Recreation programs did not make use of the Bouchard fields, and that the fields were only used by BTSC, so the loss of those fields shouldn't affect the Town's need for fields.

Councilor Wilde said he did not think there was an actual conflict but wished to avoid the appearance of a conflict so would support the motion.

A vote was taken and the motion failed 3-4 with Councilors Sirois, McPike, Marble and Mayor Ryder opposed.

After the vote a resident asked whether the Town Attorney had a position on this matter. Attorney Bearor said that what he's heard does not suggest to him a conflict because there is no financial benefit. He referred to a statutory standard for conflict that references an ownership interest. He said the question, to him, is bias, and whether a Councilor can consider a matter without bias.

Councilor McAvoy referred to language in the Ethics Ordinance regarding a "financial or special interest" which is not shared by the general public. Councilor Marble said that he reads the same language to support the finding that there is not a conflict of interest because additional playing fields would benefit the general public. Councilor McAvoy said that the Fees Ordinance provides for recreational facility rental fees for Affiliated Programs to be determined by negotiation, and said that no one else gets to negotiate their fee.

- e. Reconsideration of request for authorization for cutting, stumping, grinding, permitting and site preparation on the Lura Hoit Pool site for the purpose of additional recreational fields and parking** – *Manager Jennings summarized the procedural history of this matter. Mayor Ryder made a motion to recommend that the Council approve authorization for cutting, stumping, grinding, permitting and site preparation on the Lura Hoit Pool site for the*

purpose of additional recreational fields and parking, and Councilor Marble seconded the motion.

Councilor Wilde said that this process has been trying, and said we ought to put this on a long-term capital planning program. He said he would like to see exactly what the Council is proposing to do and what it would cost prior to acting. He raised concern that if the land was stripped and no money was approved to complete the work it would be a bad outcome. He said that he could not support this without seeing the whole plan.

Mayor Ryder asked Councilor Wilde whether he'd be more comfortable if the work was limited to site survey and DEP permitting. Councilor Wilde said there are many questions that haven't been taken up yet such as lighting, irrigation, electricity. He said the range of costs is wide because we don't know specifics. He said there should be a cooling off period.

Councilor Marble said that the wording of the motion is not ideal, but said we've been aware of the need for field space for two years and we're recommending to analyze what we have and what we don't have. He said that this motion would provide staff with general guidance, which staff would then carry out.

Councilor McAvoy asked Manager Jennings whether he considered this a capital project. Manager Jennings said that it is his opinion that the project as a whole would be a capital improvement because it would add lasting value to a Town asset. Councilor McAvoy noted requirements in the Town Charter for capital planning that have not been met, and asked Manager Jennings if we should not pay attention to the Town Charter. Manager Jennings said he did not say that, but he cautioned against the "perfect becoming the enemy of the good," noting that the Council had adopted a Capital Program in June for the first time in many, many years. He said that he does not think the Capital Program is perfect but that it's far better than has been done for many, many years. He noted that the Town has proceeded with many capital projects over many years without even having adopted a Capital Program, which the Charter requires to take place annually.

Resident James Lee of 383 Sawyer Road said that the current Town fields are not properly maintained, yet taxes increased and sewer rates went way up. He said he is in favor of more parking, but does not want to pay more taxes. He said we should improve what we already have, and wait until there is a clear-cut plan with costs prior to going forward with additional fields.

Mayor Ryder said that part of this effort is to provide more parking to address existing parking problems both at the Municipal Building during elections and at the fields. He said that tearing the current fields up to replace them is not an option because they would be unavailable for use, and his preference is to proceed piece by piece by budgeting a small amount of money every year. He said we may not get beyond one additional field, but that if we don't go forward we won't get anything done. He said that proceeding with a detailed plan with cost estimates will cost a lot of money.

Mr. Lee said that detailed plans would be needed in order for contractors to bid on work.

Mayor Ryder said that something needs to be done about parking and that this will require the cutting of trees. Mr. Lee said he thinks the Municipal Building parking is underutilized for the athletic fields.

Resident Lisa Carter said she doesn't know if DEP will let the Town put in parking and Mayor Ryder said it requires DEP approval. Mrs. Carter said that a procedure needs to be followed and that money would be needed for DEP permitting. She asked why it would make sense to cut wood before we know what DEP will allow.

Manager Jennings discussed the required DEP permitting process and said that site survey and engineered plans, including for stormwater management, would be required to navigate that process. Mayor Ryder agreed, and said that the engineering, survey and design costs could use all of the money that's being considered. Mrs. Carter asked why the vote wasn't limited to those items. Mayor Ryder said that activities below an acre of disturbance do not need DEP approval. He said that the DEP permitting process alone could cost \$25-30,000. Mrs. Carter expressed concern about waiving the bid process and cutting trees.

Chairman Sirois called for a vote on the original motion to refer this matter to Council and the motion passed 4-3 with Councilors Wilde, Cormier and McAvoy opposed.

- f. Request for Councilor disclosure statements for any potential or perceived conflict or special interest under Section 3.5.F.3 Code of Ethics Ordinance – requested by Councilor McAvoy – This item was not taken up due to the length of the meeting and the start of the Council meeting.**
- g. Consideration of request to use Recreation Area reserve funds (account number 3-767-00), for the purpose of site work for**

additional recreational fields (up to \$50,000) and wetlands delineation and DEP permitting for additional parking (up to \$30,000), both at the Lura Hoit Pool site – *This item was not taken up due to the length of the meeting and the start of the Council meeting.*

- h. Request for Councilor disclosure statements for any potential or perceived conflict or special interest under Section 3.5.F.3 Code of Ethics Ordinance – requested by Councilor McAvoy** – *This item was not taken up due to the length of the meeting and the start of the Council meeting.*
- i. Request for Council waiver of the bid procedure guidelines for authorized activities at the Lura Hoit Pool site** – *This item was not taken up due to the length of the meeting and the start of the Council meeting.*
- j. Review and approval of proposed FY17 Service Charges** – *This item was not taken up due to the length of the meeting and the start of the Council meeting.*
- k. Consideration of proposed Council Order 2016-03 establishing Confined Space Entry Policy** – *This item was not taken up due to the length of the meeting and the start of the Council meeting.*
- l. Consideration of the proposed Business Park TIF professional fee reimbursement agreement** – *This item was not taken up due to the length of the meeting and the start of the Council meeting.*

5. Public Comment – *None.*

6. Committee Member Comments – *None.*

7. Adjournment

Because the meeting had already extended past the scheduled start time of the Town Council meeting, the meeting was adjourned at 7:15 p.m.

Respectfully submitted –
Angus Jennings, Town Manager

INFRASTRUCTURE COMMITTEE MEETING

Monday, August 22, 2016

MINUTES – DRAFT

Attending:

*Councilor Dennis Marble, Chair
Mayor David Ryder
Councilor Terry McAvoy
Councilor Mark Cormier
Councilor Stephen Wilde*

*Councilor Ivan McPike
Acting Town Manager Joe Rogers
DPW Director Sean Currier
Greg Nash (former Public Works)
Rosemary Bezanson (staff)*

Chairman Marble called the meeting to order at 6 PM.

1. **MINUTES** – 7/25/2016 Meeting - Motion by Councilor McAvoy seconded by Councilor McPike to approve the July 25, 2016 minutes. 6-0 vote in favor.
2. **OLD BUSINESS**
 - a. **Sewer financial report**
DPW Director Currier updated the Committee on the sewer spending and revenue account. It was a unanimous consensus that the account seems on target.
 - b. **Sewer rate setting for MRC/Fiberight**
Director Sean Currier summarized the sewer rate and charges for the Fiberight facility. The rate would be \$9.94 per 100 CF. This would include the normal rate of \$ 9.74 per 100 CF plus \$13,917.00 for maintenance of system.

Councilor Wilde has questions on how the rate was calculated and would the rate include the pay back to the general fund.

What is the additional cost from Bangor?

It was discussed that this should be reviewed annually.

Greg Nash stated that this is the first industrial use for Hampden and there were no rates set for this kind of use. This is a whole new classification under sewer users.

It was recommended to the next Finance Committee meeting set for September 8th.

A motion was made by Councilor McPike to refer this item to Finance Committee, seconded by Mayor Ryder. Voted was 5 in favor – 1 against (Councilor Wilde stated he could not support the vote due to unanswered questions and because he would not be present at next Finance Committee meeting.)

3. NEW BUSINESS

Chairman Marble moved item C to be taken up first, since Greg Nash was attending the meeting for this item.

c. Discussion of driveway/culvert policy as related to responsibility for maintenance/repair of driveway underdrains.

Greg Nash stated that in the late 80's and into the 90's a lot of subdivisions were being developed within the town. Most had large ditches, which created problems for the home owners in these subdivisions. Greg was directed by the Council at that time to put in underground drainage and fill in the ditches, which was budgeted over a period of years, and work was completed. Specific roadways or neighborhoods were budgeted in each budget year for several years. Westbrook Terrace was one of those subdivisions.

The current policy does not address the underground drainage.

Director Currier pointed out that Title 52 section 3251 and 3152 defines culverts and drainage.

The cost of 20 George Street, which DPW did repair this summer following the Committee's request, was \$800.00 with 80% being labor.

Mayor Ryder asked how long it would take public works employees to do the driveways in question. Director Currier mentioned it would depend on conditions, but estimated three to four hours with multiple crew and equipment.

There have been 4 requests from neighbors of 20 George Street to date.

Underground drainage is referred to as a close system, whereas culverts are an open system.

Director Currier asked the Infrastructure Committee what the priorities are, the driveways versus the roadways traveled by the public which have culverts that have failed and safety becomes an issue.

Councilor McPike stated that roads are a number one priority.

The Committee was in agreement that the bumps in driveways where underdrain ditches exist need to be fixed. The Committee felt that the culvert policy could remain unchanged.

Director Currier pointed out that based on his conversation with an MMA attorney it was her opinion that bumps in driveways over culverts and underdrains are the responsibility of the resident.

a. Request for reserve funding – Municipal Building Reserve – repair of drainage.

Councilor Wilde made a motion to refer the request of \$840.72 to Finance Committee this was seconded by Councilor McAvoy. Vote was 6-0 in favor of referring this to the Finance Committee.

b. Request for reserve funding – Cemetery Reserve – Grub damage.

Councilor Wilde made a motion to refer the request of \$ 5655.00 to fix the grub problem in the cemeteries to the Finance Committee seconded by Councilor McPike. The vote was 6–0 in favor.

Addendum to the agenda.

3. NEW BUSINESS

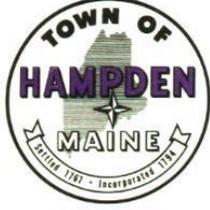
d. Request for Cemetery Reserve Funding – to repair fence at Locust Grove Cemetery damaged in a wind storm.

Director Currier submitted a request for \$750.00 to repair a chain link fence damaged at Locust Grove Cemetery.

Councilor McPike made a motion to refer the request to the Finance Committee seconded by Councilor Wilde. The vote was 6-0 in favor.

Motion to adjourn 7:35 PM

*Respectfully submitted –
Rosemary Bezanson, DPW*



TOWN OF HAMPDEN

PUBLIC NOTICE

Town of Hampden

Public Notice

Notice is hereby given that the Hampden Town Council will conduct a public hearing at 7:00 pm on Monday, November 14th, 2016, in the Municipal Building Council Chambers, located at 106 Western Avenue, Hampden, to consider the following:

1. A proposed amendment to the Outdoor Facilities Ordinance, Section 41. Definitions –for the addition of “Electronic Smoking Device”
2. A proposed amendment to the Outdoor Facilities Ordinance – for the addition of Section 5.12 Smoking

Copies of the proposed ordinance amendments are available at the Municipal Building or online at www.hampdenmaine.gov.

Paula A. Scott
Town Clerk

Posted: 10/18/2016

**TOWN OF HAMPDEN, MAINE
OUTDOOR FACILITIES ORDINANCE**

The Town of Hampden Hereby Ordains
Proposed Amendments to the Outdoor Facilities Ordinance

Deletions are ~~Strikethrough~~ Additions Double Underlined

ADOPTED DATE: Hampden Town Council, August 6, 2012
EFFECTIVE DATE: September 5, 2012

AMENDED: _____ Hampden Town Council, November 14, 2016
EFFECTIVE DATE: _____

CERTIFIED BY: _____
~~Denise Hodsdon~~ Paula Scott, Town Clerk

Affix Seal

**TOWN OF HAMPDEN, MAINE
OUTDOOR FACILITIES ORDINANCE
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**ARTICLE I.
PURPOSE**

1.1 Purpose. The purpose of this Ordinance is to provide rules and regulations for the use of and conduct in outdoor facilities situated in Hampden. This Ordinance hereby repeals the Dorothea Dix Park Ordinance (adopted 10/16/89) and Papermill Road Recreation Area Ordinance (last amended 5/18/09).

**ARTICLE II.
AUTHORITY**

2.1 Authority. Pursuant to the provisions of Title 30-A M.R.S. Sections 3001 and 3281-3284 and the Charter of the Town of Hampden, Article II, Section 212, and Article III, Section 302, there is hereby established an Outdoor Facilities Ordinance to be organized, administered and governed in accordance with the following provisions.

**ARTICLE III.
APPLICABILITY**

3.1 Applicability. This Ordinance provides full power and authority over all outdoor facilities within the Town.

**ARTICLE IV.
DEFINITIONS**

4.1 Definitions. Unless specifically defined below, words and phrases used in this Ordinance shall have the customary dictionary definitions that give this Ordinance its most reasonable application. Words used in the present tense include the future, the singular number includes the plural, and the plural number includes the singular. The word “may” is permissive; “shall” is mandatory and not discretionary.

Alcoholic Beverage: any beverage containing any amount of alcohol as regulated under state law.

Controlled Substance: any legal or illegal drug, narcotic, hallucinogen, opiate, prescription drug, or any other such substance regulated by state or federal law.

Electronic Smoking Device: a device used to deliver nicotine or any other substance intended for human consumption that may be used by a person to simulate smoking through inhalation of vapor or aerosol from the device, including, without limitation, a device manufactured, distributed, marketed or sold as an electronic cigarette, electronic cigar, electronic pipe, electronic hookah or so called vape pen.

Motorized Vehicle: any vehicle that is propelled by an engine, including but not limited to: cars, trucks, motorcycles, snowmobiles, ATVs, OHVs, dune buggies, dirt bikes, three-wheelers, go-karts, and golf carts.

Outdoor Facility: any park, sports field, forest, wooded area, field, playground, or other property for which the Town of Hampden is the deeded owner.

Parks: Includes the following outdoor facilities: Dorothea Dix Park, Papermill Road Recreation Area, Western Avenue Recreation Area, or other areas designated as such.

Public Safety Department: Includes Police, Fire, and Emergency Medical Services (EMS) Departments.

Sports Fields: Includes the following outdoor facilities: Ball Field Road Ball Field, VFW Recreation Area, Western Avenue Recreation Area, or other areas formally designated as such by the Town Council.

Tobacco Products: cigars, cigarettes, chewing tobacco, snuff, or any other product containing tobacco as regulated under state law.

ARTICLE V. PROHIBITIONS

5.1 Camping. No person shall set up tents, shacks, or any other temporary shelter for the purpose of overnight camping in outdoor facilities, nor shall any person leave in outdoor facilities after closing hours, any movable structures or special vehicle that could be used for such purposes. Upon prior approval of a law enforcement officer of the Town of Hampden, overnight camping may be permitted in situations involving unique circumstances.

5.2 Discharge of Firearms. No person shall discharge a firearm within parks or sports fields as defined herein.

5.2.1 Exceptions – The foregoing prohibition on the discharge of firearms shall not apply to the firing or discharge of firearms at any military exercise or review; nor to any military personnel or law enforcement officers in the performance of their duties or authorized training; nor to any person in the lawful defense of his or her person, family, or property. This Section shall also not prohibit discharges as part of sporting events, or ceremonial or historical events, with prior notice to the Police Chief.

5.3 Fires. No person shall kindle, build, maintain or use a fire except in areas designated for such purposes. All fires shall be properly extinguished before the person utilizing the same leaves the outdoor facility. Any fires shall be continuously under the care and supervision of a competent person from the time it is kindled until it is extinguished. Fires may be prohibited by the Recreation Director, Town Forester, and or employees of the Public Safety Department when, in his or her judgment, the conditions are such that any fire would represent a safety hazard.

5.4 Wood. No person shall cut any wood on any outdoor facility without a prior permit from the Town Forester, who shall have the discretion to deny any application for such a permit if he or

she determines that the proposed activity is inconsistent with the goals of the forest management plan for the property.

5.5 Alcoholic Beverages. No person shall consume or be under the influence of alcoholic beverages in any outdoor facility.

5.6 Tobacco Products. No person shall consume or use tobacco products within any outdoor facility.

5.7 Controlled Substances. No person shall consume or use any controlled substance legal or illegal while within any outdoor facility, unless the person has a labeled container and proof of prescription.

5.8 Trash. No person shall scatter, drop or leave any debris trash or other rubbish within any outdoor facility except in receptacles provided for that purpose.

5.9 Animals. All animals brought into any outdoor facility shall be under the owner's control at all times so as to not interfere with the enjoyment of the outdoor facility by other members of the public, if present. No animal shall be off a leash at any time at any sports field as defined herein, or at any part of the Western Avenue Recreation Area. Owners shall pick up after their animals.

5.10 Motor Vehicle Access. Access to outdoor facilities by motor vehicles shall be governed by the rules for that facility contained in the Recreation Department policy document "Outdoor Facilities Rules and Regulations." Upon prior approval of a law enforcement officer of the Town of Hampden, motor vehicle access may be permitted in situations involving unique circumstances. For specific restrictions for each outdoor facility, please refer to the Recreation Department policy document "Outdoor Facilities Rules and Regulations." Motor vehicle access to a facility's parking area is allowed, as this section is meant to address access to parts of facilities that are not meant for motor vehicles.

5.11 Other Vehicles Prohibited. No person shall operate a trail bike, all terrain vehicle, snowmobile, or any other motorized recreational vehicle within any outdoor facility except for on designated trails or areas, or for purposes of maintenance or rescue.

5.12 Smoking. No person shall smoke within any outdoor facility, park, or sports field. "Smoking" includes carrying or having in one's possession a lighted or heated cigarette, cigar, or pipe, or a lighted or heated tobacco or plant product intended for human consumption through inhalation whether natural or synthetic in any manner or in any form. "Smoking" includes the use of an electronic smoking device.

ARTICLE VI. OPERATION

6.1 Hours & Dates of Operation. Outdoor facilities shall be open to the public from a half hour before dawn to an hour after sunset. Outdoor facilities are open 365 days a year as weather allows. For information on reservations, which facilities are plowed during the winter, and

closing times for areas with artificial lighting, please see the Recreation Department policy document “Outdoor Facilities Rules and Regulations.” Snowmobiles are permitted after dark on designated trails.

**ARTICLE VII.
ENFORCEMENT**

7.1 Law Enforcement. Any law enforcement officer of the Town of Hampden shall have the authority to enforce the provisions of this Ordinance and revoke the permission of any individual to use an outdoor facility when the officer observes, or has probable cause to believe, that such individual has violated any provisions of this Ordinance, committed a civil infraction within the facility, or has violated any provision of the laws and Ordinances of the State of Maine or the Town of Hampden within the facility. The Recreation Department, Town Forester and Code Enforcement Officer also have the authority to revoke the permission of any individual to use an outdoor facility if they are found to have violated the provisions of this Ordinance.

7.2 Enforcement Mechanism. This Ordinance may be enforced by the institution of legal or equitable proceedings in court, including proceedings pursuant to 30-A M.R.S. §4452.

**ARTICLE VIII.
PENALTIES**

8.1 Penalties. Any person, firm or corporation violating any provisions of this Ordinance shall be fined not less than Twenty-Five Dollars (\$25.00) nor more than One Hundred Fifty Dollars (\$150.00) for each violation. Each day that such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such. Any fines recovered shall inure to the benefit of the Town of Hampden.

**ARTICLE IX.
SEVERABILITY**

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

**ARTICLE X.
EFFECTIVE DATE**

10.1 Effective Date. Pursuant to Section 213(c) of the Town Charter, this Ordinance shall become effective at the expiration of 30 days after its adoption by the Town Council.



Town of Hampden-Recreation Department

To: Hampden Town Council-Services Committee
From: Shelley Abbott; Recreation Director
CC: Angus Jennings; Town Manager
Date: 10/5/2016
Re: Outdoor Facilities Ordinance Proposed Changes-Vaping Complaint

On, Wednesday, September 28, 2016, I received an email from a concerned parent on policy for vaping at the Lura Hoit Pool Field complex (Western Avenue Recreation Area). Apparently, during Saturday Soccer games, an adult has been vaping alongside the play field during these games. The parent expressed his concerns for this activity and asked that we do something about it.

I researched the Outdoor Facility Ordinance and visited with Hampden Public Safety and Hampden Academy Athletic Director, Mike Bisson, that day to find more about vaping and to see how this may be handled at other athletic events attended by the public.

In review of the Outdoor Facilities Ordinance, by definition, the site of complaint is included within the outdoor facility ordinance. In reviewing the substance of complaint with Hampden Public Safety, Vaping is water vapor that is inhaled when nicotine is heated up electronically by an e-cig (electronic cigarette). It contains no tobacco products. Additional language would be needed to be inclusive of this additional substance.

In reviewing the City of Bangor Public Health's website and talking to staff, currently e-cigarettes are unregulated by the US Food and Drug Administration, and there are no safety checks or requirements for what can go into an e-cigarette. Bangor Public Health staff advises however that work has begun (in May of 2016) toward the creation of regulations for e-cigarettes by the FDA. The State of Maine requires sales of these devices to adult 18 years and older only.

Also notably, in October of 2015, the State of Maine added language to state laws regarding use of e-cigarettes in public places. The 2015 law includes e-cigarettes in the definition of smoking



for the purpose of restrictions in public places. Restaurants and bars in Maine have been smoke-free since 2004, and outdoor dining areas, beaches, playgrounds and other gathering areas in state parks have been smoke-free since 2009.

In the interest of public health, and to continue to promote healthy experiences in our public outdoor facilities in the Town of Hampden, it would be my recommendation to add one of the following to the language to the Outdoor Facility Ordinance in order to address the use of e-cigarette/vaping:

OPTION 1 (language from state law)

Article IV. Definitions

4.1 Definitions-

Tobacco Products: cigars, cigarettes, chewing tobacco, snuff, or any other product containing tobacco as regulated under state law

(Add) Electronic Smoking Device: "Electronic smoking device" means a device used to deliver nicotine or any other substance intended for human consumption that may be used by a person to simulate smoking through inhalation of vapor or aerosol from the device, including, without limitation, a device manufactured, distributed, marketed or sold as an electronic cigarette, electronic cigar, electronic pipe, electronic hookah or so called vape pen.

Article V. Prohibitions

(Add) 5.12 Smoking

No person shall Smoke within any outdoor facility, park, or sports field. "Smoking" includes carrying or having in one's possession a lighted or heated cigarette, cigar, or pipe, or a lighted or heated tobacco or plant product intended for human consumption through inhalation whether natural or synthetic in any manner or in any form. "Smoking" includes the use of an electronic smoking device.

OPTION 2 (language from RSU 22 Policy)

Article IV. Definitions

4.1 Definitions-



Tobacco Products: cigars, cigarettes, chewing tobacco, snuff, or any other product containing tobacco as regulated under state law.

(New) Tobacco products include but are not limited to cigars, cigarettes, chewing tobacco, electronic cigarettes (e-cigarettes) and vapor devices.

Article V. Prohibitions

(Add) 5.12 Smoking

No person shall Smoke within any outdoor facility, park, or sports field. "Smoking" includes carrying or having in one's possession a lighted or heated cigarette, cigar, or pipe, or a lighted or heated tobacco or plant product intended for human consumption through inhalation whether natural or synthetic in any manner or in any form. "Smoking" includes the use of an electronic smoking device.

Additionally, I would recommend that we purchase and install signage for the Town of Hampden Outdoor Facilities inclusive of the new rules. Currently signage is in place at the Ballfield Road Softball field and VFW Ballfields. There is no signage at the Western Avenue Recreation Area, or any of the dedicated park sites to my knowledge.

The signage currently reads: No Tobacco or Alcohol permitted on (complex name).



D-3-a

Town of Hampden
RECEIVED

OCT 31 2016

Office of the
Town Manager

To: MRC Membership
From: Greg Louder, MRC Clerk
Date: October 27, 2016
RE: MRC Board of Directors Election Ballot

Please find enclosed a MRC Board of Directors election ballot. Ballots cast in this election will determine the election of three (3) Directors to serve on the MRC Board of Directors for three-year terms from January 1, 2017 through December 31, 2018. The candidate receiving the fourth highest number of votes will be elected to fill a vacancy from January 1, 2016 through December 31, 2018.

Biographical descriptions of the candidates, as provided by the candidates, are also enclosed for your information.

Ballots must be returned to MRC before 5:00 pm, December 13, 2016. A self-addressed, stamped envelope is enclosed for your convenience.

The election results will be read at the MRC Annual Meeting held at 3:00 P.M. in the afternoon on December 14, 2016 at the Cross Insurance Center, 515 Main Street in Bangor.

Note: Vote must be cast for one candidate only.

Please contact Greg Louder at 664-1700 or 866-254-3507 with any questions.

Voting Ballot

- ◆ To fill three positions for a three year term from January 1, 2017 to December 31, 2019
(3 highest vote totals)
- ◆ To fill a vacancy from January 1, 2017 to December 31, 2018
(Fourth highest vote total)

The Charter Municipality of _____ casts its vote for the following *individual* to serve on the Municipal Review Committee Board of Directors for the above stated term.

Note: Candidates are listed alphabetically. Biographies provided by each candidate are attached.

VOTE FOR ONE INDIVIDUAL ONLY

→ More than one checked box will invalidate the ballot ←

- Irene L. Belanger – China
- Gary Bowman - Oakland
- Jim Guerra – Hope
- Wayne Kraeger – Stockton Springs
- Vaughn Leach – Blue Hill
- Susan Lessard – Bucksport
- Chip Reeves – Bar Harbor
- Tony Smith – Mount Desert

Please return this ballot no later than 5:00 p.m., DECEMBER 13, 2016 to:

Municipal Review Committee, Inc.
395 State Street
Ellsworth, Maine 04605
Or

FAX: (207) 667-2099 EMAIL ATTACHMENT: glounder@mrcmaine.org

**RESULTS OF THIS ELECTION WILL BE READ AT THE MRC ANNUAL MEETING
TO BE HELD DECEMBER 14, 2016**

MUNICIPAL REVIEW COMMITTEE

2017 ELECTION NOMINATION BIOGRAPHICAL INFORMATION

Irene L. Belanger – Town of China Select Board member, past chairperson Kennebec Valley Council of Governments- Board President

Maine Resource Recovery Association

China Transfer Station Coordinator and Recycling Planner

Past Planning Board Member and Chairperson

RSU #18 Alumni Award

Town Report Dedication

Community Organizer- China Community Days Chair.

Gary Bowman- Degree Forestry UMaine

10 years- Management – Mill River Lumber – Vt./Rutland

10 years – Self Employed – Grocery Store – Fairfield, ME

15 years- Police Officer – Oakland, ME

2 years – Current Town Manager – Oakland, ME

Jim Guerra - Jim Guerra has been working in solid waste management for thirty years and particularly at the municipal level since the early 90's. With public and private experience in most aspects of solid waste management he brings solid “nuts and bolts” experience to the MRC Board. He is just finishing his first three year term with the MRC and currently serves as Vice President. He is very interested in seeing the Fiberright project to fruition while, at the same time, advocating for the rights of departing members from the MRC. Jim currently works at Mid Coast Solid Waste in Rockport (a departing member) which includes an MSW transfer facility as well as a remediation site operated as a CDD landfill under a Consent Agreement with the State. Jim recently completed five years on the Maine Resource Recovery Association's Board of Directors and loves to fish and hunt wild mushrooms around his home in Hope.

Wayne Kraeger - Organic farmer for many years. Member of MOFGA from 1999 to 2008. Current member of Recycling Committee in Stockton Springs. Former Selectman in Stockton Springs 2012 – 2015. Member of former Budget Committee in Stockton Springs.

Vaughn Leach – Several 3 year terms on Blue Hill Planning Board. 1 term as chairman, 2 terms on Appeals board and 1 term as chairman – started my own business in 1977 – Blue Hill Disposal- Sold in 2014. Started new business of BHD Containers. Total of 39 years managing my own solid waste and demolition disposal companies. 54-year resident of Blue Hill on my second term as Blue Hill Selectman.

Susan Lessard – Town Manager Bucksport 4/1/16 – present (interim 8/26/15 – /31/2016)

Town Manager Hampden 12/11/2000 – 6/30/2015.

Town manager Vinalhaven 11/1998-10/2000.

President Maine Municipal Association 2002. Former MRC Board Member.

Member Board of Environmental Protection/ 2007 – 2015. Chair BEP 2008 – 2011.

Chip Reeves – Chip Reeves has lived in Bar Harbor for most of his life, graduating from the University of Maine with a BS in Construction Management. Mr. Reeves has been the Public Works Director for the Town of Bar Harbor since 1997, where part of his duties include managing the Solid Waste Division. As Public Works Director, he has been dedicated to managing the Town of Bar Harbor's waste stream in order to reduce costs while still maintaining quality service levels that local taxpayers expect. Chip has been on the board for the past six years, the past four years as its president. He continues to find the decision making process of the MRC Board of Directors regarding the implementation of the post 2018 solution an interestingly huge challenge.

Tony Smith – I was elected to my first term on the Board in 2012 to serve from 2013-2015. I was not fortunate enough to be re-elected in 2015 but remained active serving the Board on a limited basis. Early in 2016, a recently elected director resigned and I was appointed to the Board to fill a vacancy for the remainder of the year. Recognizing that our current MSW handling and disposal process was behind the times environmentally, was antiquated, would prove to be very expensive post-2018, the Board initiated a process in 2012 to identify a post-2018 alternative to it. An alternative was identified and is well on its way to becoming a reality in Hampden. The process between alternative identification and today was very long and challenging one and is the result of a lot of hard work by the Board members. I greatly appreciate the Board and their efforts and hope to continue working with them to see the project through to its implementation and to continue "Ensuring affordable, long term, environmentally sound disposal of MSW". My brief history follows:

Public Works Director for the Town of Mount Desert since 2001; equipment and staff management responsibilities include curbside MSW collection with town-owned packer trucks and town staff; recycling center: annual one-week bulky waste collection.

Chairman of the Acadia Disposal District, an independent quasi-municipal, tax-exempt solid waste corporation comprised of five towns; provides services related to the efficient and lawful management, disposal, and recycling of MSW on behalf of its member towns including an annual hazardous and universal waste collection event and contract negotiations with an area transfer station in Southwest Harbor and agreement negotiations with the City of Ellsworth for recycling.

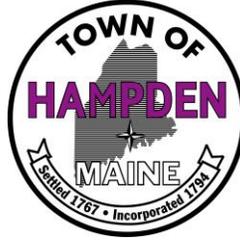
BS degrees in Biology and Chemistry, Mount Allison University, 1979 and Civil Engineering, UMaine, 1986.

Consulting Engineer for 15 years with 12 of those years with CES, Inc., experience in solid waste management including landfill closures and transfer station and recycling center siting, design and construction.

Resident of the Town of Mount Desert; enjoy reading, walking and hunting and fishing as a reason to get to the woods.

Member of the Episcopal Church's Buildings and Grounds Committee, Somesville Library Association, Town Revitalization Committee and Mount Desert Volunteer Fire Department.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Town Council

FROM: Angus Jennings, Town Manager

DATE: November 8, 2016

RE: Re-endorsement of Emera TIF Credit Enhancement Agreement

Please find attached a redlined version of the Credit Enhancement Agreement for the Emera TIF that was previously approved by the Town Council in 2015, along with a memo from Rudman Winchell explaining the need for a re-endorsement to correct a scrivener's error. This matter was referred to the Council by the Planning & Development Committee at their meeting on September 21.

Attorney Stumpfel has recommended that the Council consider the following motion:

“Motion to hereby authorize and direct the Town Manager, on behalf of the Town of Hampden, to execute and deliver the amended TIF Credit Enhancement Agreement with EMERA Maine for the Bangor Hydroelectric Company operation center project, attached to the Town Council's agenda, for the purpose of correcting errors in the original Credit Enhancement Agreement.”

August 23, 2016

Timothy A. Pease, Esq.
Manager Legal and Regulatory Affairs
EMERA Maine
P.O. Box 932
Bangor, ME 04402-0932

Angus Jennings, Town Manager
Town of Hampden
106 Western Avenue
Hampden, ME 04444

Re: Emera Hampden Operations Center TIF Credit Enhancement Agreement

Dear Tim and Angus:

For a number of months, Laura Santini-Smith (“Smitty”) at DECD has been asking our office to file a copy of a corrected credit enhancement agreement (CEA) for the Emera Operations Center TIF project.

At the time the original CEA was approved and signed, the CEA included a one-year error in the original assessed value (OAV) date and the start date for CEA reimbursements. This error also affected other dates recited in the CEA that were tied to the TIF start date.

The errors in the CEA are in that document only. No correction of the TIF development program or program approvals is required.

With Tim’s copy of this letter, I have enclosed two originals of a corrected credit enhancement agreement, for execution by Emera. Following execution by Emera, I ask that Tim return both copies to me in the envelope provided, so that I can obtain the Town’s signature. Afterwards, I will return one executed original to each of you, and send a photocopy to DECD.

With each copy of this letter, I have enclosed a redline version of the original CEA, showing the proposed changes from the original document.

{R1665709.1 57398-071112}

Timothy A. Pease, Esq.
Angus Jennings, Town Manager
August 23, 2016
Page 2

For Angus, the original Town Council vote approving the TIF and CEA should provide you with sufficient authority to sign the corrected CEA document. However, the Town Council should be informed, and you may want to ask for Council approval to remove any doubt in that regard.

Thank you both.

Sincerely,

A handwritten signature in blue ink that reads "Erik Stumpf". The signature is written in a cursive, flowing style.

Erik M. Stumpf
Enclosures

cc: Noreen Norton

CORRECTED

**COLD BROOK ROAD AND EMERA MAINE
CREDIT ENHANCEMENT AGREEMENT**

THIS CREDIT ENHANCEMENT AGREEMENT, made this ___ day of _____, 2016, by and between the Town of Hampden, a municipal corporation organized and existing under the laws of the State of Maine (hereinafter “the Town”) and Emera Maine, business corporation organized and existing under the laws of the State of Maine with an office in Hampden, Maine, formerly known as Bangor Hydro Electric Company (hereinafter “the Company”)

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WITNESSETH

WHEREAS, the Town has designated certain real property owned by the Company, consisting of two parcels of land located on Penobscot Meadow Drive and Coldbrook Road in Hampden Maine as a Municipal Development District and Tax Increment Financing District (the “District”) in accordance with Chapter 206 of Title 30-A, Maine Revised Statutes, as amended, by vote of the Hampden Town Council (the “Vote”) on February 9, 2015; and

WHEREAS, on the same date, the Hampden Town Council adopted a development program and financial plan (the “Development Program”) for the District; and

WHEREAS, on the same date, the Hampden Town Council approved the execution and delivery of a credit enhancement agreement with The Company; and

WHEREAS, the Town subsequently submitted the District and the Development Program as approved by the Hampden Town Council to the Maine Department of Economic & Community Development (“DECD”) for final review and acceptance in accordance with Title 30-A, Chapter 206; and

WHEREAS, the Commissioner of the Maine Department of Economic and Community Development approved the District and the Development Program on March 27, 2015; and

WHEREAS, on April 21, 2015, the Town and the Company executed a Credit Enhancement Agreement as contemplated by the Development Program and approved by the Town Council on February 9, 2015; and

WHEREAS, the Credit Enhancement Agreement executed by the Town and the Company on April 21, 2015, incorrectly states the starting and ending years of the TIF district and Credit Enhancement Agreement; and

WHEREAS, the Town, and the Company desire and intend that this Corrected Credit Enhancement Agreement be and constitute the credit enhancement agreement contemplated and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained herein and for the purpose of correcting errors in and replacing the Credit Enhancement Agreement previously executed by the parties on April 21, 2015, the parties hereby mutually agree as follows.

ARTICLE I DEFINITIONS

Section 1.1 Definitions. For the purposes of this Corrected Credit Enhancement Agreement, the following terms shall have the meanings specified in herein unless the context clearing requires otherwise:

"Agreement" shall mean this Credit Enhancement Agreement between the Town, and The Company.

"Assessment Date" means April 1st of each calendar year, the date fixed by Maine law for valuation and municipal tax liability with respect to the ensuing Tax Year.

"Captured Assessed Value" means that portion of the Increased Assessed Value that is annually retained within the District for the purpose of funding the District Development Program, as provided in the approved Development Program for the District. Provided, however, that "Captured Assessed Value" for the purpose of funding the District's Development Program shall not include the taxable value of any new personal property or equipment to be located within the District. As provided in the Financial Plan of the Development Program, the Captured Assessed Value shall be equal to one hundred percent (100%) of the Increased Assessed Value for each of the twenty Tax Years beginning July 1, 2014, and ending June 30, 2034, and shall be equal to the following percentages of the Increased Assessed Value for each of the five Tax years beginning July 1, 2034, and ending June 30, 2039,

- FY 2034-2035: Eighty percent (80%)
- FY 2035-2036: Sixty-Five percent (65%)
- FY 2036-2037: Forty percent (40%)
- FY 2037-2038: Fifteen percent (15%)
- FY 2038-2039: Five percent (5%)

"Current Assessed Value" means the taxable value of all real estate located within the District (but excluding personal property and equipment) as of the annual Assessment Date.

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"Development Program" means the development program for the District adopted by the Hampden Town Council on February 9, 2015.

"Development Program Fund" means the development program fund described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article II hereof.

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"District" means the Cold Brook Road and Emera Maine Municipal Development District and Tax Increment Financing District designated by the Town pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, adopted by the Hampden Town Council on February 9, 2015. The District consists of the property described in **Exhibit A-1, Exhibit A-2 and Exhibit A-3** attached hereto.

"Financial Plan" means the financial plan described in the "Financial Plan" section of the Development Program.

"Fiscal Year" (sometimes abbreviated "FY") means July 1 to June 30 each year or such other fiscal year as the Town may establish from time to time.

"Increased Assessed Value" means the amount, in any Tax year, by which the Current Assessed Value in the District attributable to the Project (Phase I and Phase II) exceeds the Original Assessed Value. If the Current Assessed Value within the District does not exceed the Original Assessed Value in any Tax Year, there is no Increased Assessed Value for that Tax Year.

"Original Assessed Value" means \$1,928,200.00, the assessed value of taxable real property located within the District, as of March 31, 2014 (April 1, 2013).

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"Project" means the design, planning, development, acquisition, construction and installation of capital improvements at the Company's facilities located now and hereafter within the District and as described as the Capital Program in the Development Program.

"Project Cost Account" means the Project Cost Account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article IV hereof.

"Property Taxes" means any and all ad valorem property taxes in excess of any county, state or special district taxes, levied, charged or assessed against real estate located in the District by the Town or on its behalf.

"Qualified Investments" shall mean any and all securities, obligations or accounts in which municipalities may invest their funds under applicable Maine law.

"Retained Tax Increment Revenues" means, in each Tax Year this Agreement remains in effect, the amount Property Taxes assessed and collected with respect to the Captured Assessed

Value in the District, pursuant to the terms of the Development Program, for the purpose of funding the Development Program.

“Retained Tax Increment Revenues – Company’s Share” means, in each Tax Year this Agreement remains in effect, the following percentages of Retained Tax Increment Revenues attributable to the Company Tract shown on Exhibit A-2, to be returned to the Company in accordance with this Credit Enhancement Agreement, for the purpose of defraying the Company’s costs of developing and building the Project, which may include Company’s financing costs.

- FY 2015-2016 through FY 2019-2020: Fifty percent (50%)
- FY 2020-2021 through FY 2024-2025: Seventy-five percent (75%)
- FY 2025-2026 through FY 2029-2930: Fifty percent (50%)
- FY 2030-2031 through FY 2034-2035: Twenty-five percent (25%)
- FY ~~2035-2036~~ through FY ~~2038-2039~~: None

"Tax Payment Date" means the later of the date(s) on which Property Taxes assessed by the Town against Real Estate located in the District are due and payable or are actually paid.

“Tax Year” means the Town’s annual July 1st through June 30th fiscal year.

Section 1.2 Interpretation and Construction. In this Agreement, unless the context otherwise requires:

- (a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.
- (b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.
- (c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), limited liability companies, trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.
- (d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.
- (e) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.
- (f) If any clause, provision or Section of this Agreement shall be ruled invalid by

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any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

(g) All references to Exhibits in this Corrected Credit Enhancement Agreement shall be deemed to refer to the Exhibits of the corresponding number attached to the original Credit Enhancement Agreement executed by the parties on April 21, 2015, whether or not attached hereto.

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ARTICLE II DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1 Creation of Development Program Fund. The Town hereby confirms the creation and establishment of a segregated fund in the name of the Town designated as the "Cold Brook Road and Emera Maine Development District and Tax Increment Financing District Development Program Fund" (the "Development Program Fund") pursuant to, and in accordance with, the terms and conditions of the Development Program. The Development Program Fund shall consist of a single Project Cost Account, which shall include a Company Project Cost Sub-account and a Town Project Cost Sub-account.

Section 2.2 Deposits into Development Program Fund. The Town shall deposit into the Company Project Cost Sub-account of the Development Program Fund within ten (10) days after each payment of Property Taxes with respect to Real Estate located in the District, an amount equal to that portion thereof constituting Retained Tax Increment Revenues - Company's Share for the period to which the payment relates. The Town shall allocate the amounts so deposited to fund fully and pay the payments due to the Company under Article III of this Credit Enhancement Agreement, both past due, if any, and coming due within the following 12 months. After payment by the Town of the amount(s) due to the Company for each fiscal year, any revenue resulting from the investment of monies in the Company Project Cost Sub-account that remains in the Sub-account at the end of the applicable fiscal year shall be transferred by the Town to the Town Project Cost Sub-account.

Section 2.3 Use of Monies in Company Project Cost Sub-account. Monies deposited in the Company Project Cost Sub-account shall be used and applied exclusively to fund the Town's payment obligations described in Article III hereof.

Section 2.4 Monies Held in Trust. All monies required to be deposited with or paid into the Company Project Cost Sub-account of Development Program Fund to fund payments to the Company under the provisions hereof and the provisions of the Development Program, but excluding any investment earnings thereon, shall be held by the Town in trust, for the benefit of the Company.

Section 2.5 Investments. The monies in the Company Project Cost Sub-account not immediately paid to the Company shall be invested and reinvested in Qualified Investments as

determined by the Town. The Town shall have discretion regarding the investment of such monies, provided such monies are invested in Qualified Investments. As and when any amounts thus invested may be needed for disbursements, the Town shall cause a sufficient amount of such investments to be sold or otherwise converted into cash to the credit of such account. The Town shall have the sole and exclusive right to designate the investments to be sold and to otherwise direct the sale or conversion to cash of investments made with monies in the Company Project Cost Sub-account.

Section 2.6 Liens. The Town shall not create any liens, encumbrances, or other interests of any nature whatsoever, nor shall it hypothecate the Company Project Cost Sub-account of the Development Program Fund or any funds therein, other than the interest granted to the Company hereunder in and to the amounts on deposit.

ARTICLE III PAYMENT OBLIGATIONS

Section 3.1 Credit Enhancement Payments. The Town agrees to pay to The Company within thirty (30) days following each Tax Payment Date all amounts then on deposit in the Company Project Cost Sub-account, excluding earnings thereon; provided however, that all payments made hereunder shall be used only to pay Company's Project Costs directly or to reimburse the Company for payment of Project Costs (including payment or reimbursement of debt service on indebtedness incurred to finance such Project Costs).

Such reimbursement payments shall be made by the Town in each Tax Year beginning with the Tax Year starting July 1, 2015 and ending with at the conclusion of the Tax Year ending June 30, 2035. The Town shall make all such payments with respect to the District to the Company, its successors and assigns. The obligation of the Town to make such payments shall be a limited obligation payable solely out of monies actually on deposit in the Company Project Cost Sub-account of the Development Program Fund and shall not constitute a general debt or obligation on the part of the Town or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine or any political subdivision thereof.

Section 3.2 Failure to Make Payment. In the event the Town should fail to or be unable to make any of the payments required under Section 3.1 hereof, the item or installment so unpaid shall continue from year-to-year as a limited obligation of the Town under the terms and conditions hereinafter set forth until the unpaid amount shall have been fully paid. . In the event of such default by the Town, the Company shall also have the right to initiate and maintain an action to specifically enforce the Town's obligations hereunder, including without limitation, the Town's obligation to deposit all Retained Tax Increment Revenues – Company's Share to the Company project Cost Sub-account of the Development Program Fund and to make payments to the Company.

Section 3.3 Manner of Payments. The payments provided for in this Article III shall be paid in immediately available funds directly to the Company in the manner provided hereinabove for its own use and benefit.

Section 3.3A Company's Payment Obligations. The Company agrees that during the term of this Agreement it shall pay, when due, all amounts lawfully assessed by the Town as Property Taxes against Real Estate located in the District.

In the event that the Company shall fail, for any reason, to pay the full amount of any such lawful Property Tax assessment when due, amounts actually paid by the Company shall be applied as follows:

First, to payment of Property Taxes assessed against that portion of Real Estate located in the District constituting the Original Assessed Value of the District;

Second, to payment the Town's portion of Retained Tax Increment Revenues on Real Estate located in the District; and

Third, to payment of Retained Tax Increment Revenues – Company's Share.

Section 3.3B Property Tax Valuation Appeals. Nothing in this Agreement shall be deemed to waive the Company's right to appeal the Town's valuation or assessment of Real Estate or other Property located in the District for tax purposes, in the same manner as provided by law for assessment and valuation appeals. Provided however, that in the event of a successful valuation appeal with respect to Real Estate located in the District, all amounts due to the Company under this Agreement as property tax reimbursements shall be based upon the final valuation and tax amount actually paid for the Tax Year concerned, as determined through the appeals process.

Section 3.4 Obligations Unconditional. Except as directly provided herein, the obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it might otherwise have against the Company. Except as otherwise expressly provided herein, the Town shall not suspend or discontinue any such payment or terminate this Agreement for any cause, including without limitation, any acts or circumstances that may constitute failure of consideration or frustration of purpose or any damage to or destruction of the Project or any change in the tax or other laws of the United States, the State of Maine or any political subdivision of either thereof, or any failure of the Company to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement or the Development Program.

Section 3.5 Limited Obligation. The Town's obligations of payment hereunder shall be limited obligations of the Town payable solely from monies on deposit in the Company Project Cost Sub-account of the Development Program Fund, pledged therefor under this Agreement.

The Town's obligations hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine, or of any municipality or political subdivision thereof, but shall be payable solely from Retained Tax Increment Revenues – Company's Share payable to the Company hereunder, whether or not actually deposited into the Company Project Cost Sub-account of the Development Program Fund. This Agreement shall not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy or to pledge any form of taxation or to levy or to make any appropriation for their payment, excepting the Town's obligation to levy property taxes upon the Project and the pledge of the Retained Tax Increment Revenues, and earnings thereon, established under this Agreement.

Section 3.7 Indemnity. The Company agrees to defend, indemnify, pay, reimburse and hold the Town, its councilors, officers, agents and employees harmless from and against any and all claims, suits, liabilities, actions, proceedings and expenses, including, without limitation, attorneys fees and expenses and accountant's fees and expenses, arising out of this Agreement, the Development Program or any claim or illegality or invalidity of the Agreement or the Development Program or the Town's approval of the District, this Agreement or the Development Program or out of the Town's preparation and participation of this Agreement or the Development Program. Provided, however, that these indemnification provisions shall apply only to matters directly related to the Tax Increment Financing portion of the Development Program and this Agreement.

ARTICLE IV PLEDGE AND SECURITY INTEREST

Section 4.1 Pledge of Company Project Cost Sub-account. In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Company by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town hereby grants a security interest in and pledges to the Company the Company Project Cost Sub-account of the Development Program Fund to the extent of the Company's rights under this Agreement to receive funds from such Project Cost Account and all sums of money and other securities and investments now or hereafter therein.

Section 4.2 Perfection of Interest. The Town shall cooperate with the Company in causing appropriate financing statements and continuation statements naming The Company as pledge of all amounts from time to time on deposit in the Company Project Cost Sub-account of the Development Program Fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

Section 4.3 Further Instruments. The Town shall, upon the reasonable request of the Company, at the Company's sole expense, from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall impose any obligation or expense on the Town additional to the obligations and expenses contained elsewhere herein or constitute a pledge of the credit of the Town.

Section 4.4 No Disposition of Company Project Cost Sub-account. Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Company Project Cost Sub-account of the Development Program Fund and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part hereof not permitted hereby.

Section 4.5 Access to Books and Records. All books, records and documents in the possession of the Town relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Development Program Fund shall at all reasonable times be open to inspection by the Company, its agents and employees.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1 Events of Default. Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default:"

- (a) any failure by the Town to pay any amounts due to the Company when the same shall become due and payable;
- (b) any failure by the Town to make deposits into the Development Program Fund and/or the Project Cost Account as and when due;
- (c) any failure by the Town or the Company to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or the Company to be observed or performed; provided however, that failure of the Company to pay Property Taxes when due shall not constitute an event of default hereunder; or
- (d) if a decree or order of a court or agency or supervisory authority having jurisdiction in the premises of the appointment of a conservator or receiver or liquidator of, any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding up or liquidation of the Town's affairs shall have been entered against the Town or the Town shall have consented to the appointment of a conservator or receiver or liquidator in any such proceedings of or relating to the Town or of or relating to all or substantially all of its property, including without limitation,

the filing of a voluntary petition in bankruptcy by the Town or the failure by the Town to have a petition in banking dismissed within a period of ninety (90) consecutive days following its filing or in the event an order for release has been entered under the Bankruptcy Code with respect to the Town.

Section 5.2 Remedies on Default. Whenever any Event of Default referred to in Section 5.1 hereof shall have occurred and be continuing, the non-defaulting party may take any one or more of the following remedial steps:

- (a) The non-defaulting party may take whatever action at law or at equity as may appear necessary or desirable to collect any amount then due and thereafter to become due; to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby; or to enforce any rights or remedies available hereunder; and
- (b) The Company shall also have the right to exercise any rights and remedies available to a secured party under the laws of the State of Maine.

Section 5.3 Remedies Cumulative. No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any relinquishment for the future of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the Town with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.4 Agreement to Pay Attorneys' Fees and Expenses. Notwithstanding the application of any other provision hereof, in the event any party should default under any of the provisions of this Agreement and the non-defaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Town or the Company herein contained, the defaulting party shall, on demand thereof, pay to the non-defaulting party the reasonable costs and expenses so incurred by the non-defaulting party.

Section 5.5 Waiver of Sovereign Immunity. The Town hereby waives its sovereign immunity with respect to any actions or suits undertaken the Company, its successors or assigns, arising out of, resulting from or involving any alleged default by the Town hereunder or failure by the Town to observe or perform any of its obligations hereunder, it being understood and agreed that such waiver is a material inducement to the Company entering into this Agreement and continuing its pursuit of the Project.

**ARTICLE VI
EFFECTIVE DATE, TERM AND TERMINATION**

Section 6.1 Effective Date and Term. This Agreement shall become effective upon its execution and delivery by the parties hereto and shall remain in full force from the date hereof and shall expire upon the payment of all amounts due to the Company hereunder and the performance of all obligations on the part of the Town and the Company hereunder.

Section 6.2 Cancellation and Expiration of Term. At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Company hereunder or provision for payment thereof and of all other fees and charges having been made in accordance with the provisions to this Agreement, the Town and the Company shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

**ARTICLE VII
ASSIGNMENT AND PLEDGE OF COMPANY'S INTEREST**

Section 7.1 Consent to Collateral Pledge and/or Assignment. The Town hereby acknowledges that it is the intent of the Company to pledge and assign its right, title and interest in, to and under this Agreement as collateral for financing for the Project, although no obligation is hereby imposed on the Company to make such assignment or pledge. Recognizing this intention, the Town hereby consents and agrees to the pledge and assignment of the Company's right, title and interest in, to and under this Agreement and in, and to the payments to be made to The Company hereunder, in whole or part, to third parties as collateral or security for indebtedness or otherwise, on one or more occasions during the term hereof. For this purpose, the Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledge or assignee, including without limitation, recognition of the pledge or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledge or assignee the position of such assignee or pledge and the irrevocable and binding nature of this Agreement and provide to the pledge or assignee such rights and/or remedies as it may deem necessary for the establishing, perfection and protection of its interest herein.

Section 7.2 Other Assignments.

a. Except to the extent provided in section 7.1, The Company shall not have the right to transfer or assign all or any portion of its rights in, to and under this Agreement, without the consent of the Town, which consent may be withheld at the sole discretion of the Town.

b. Prior to giving consent to any such proposed assignment, the Town must receive documentation in form and substance satisfactory to it, that the proposed assignee accepts and agrees to be bound by the terms and conditions of this Agreement.

ARTICLE VIII MISCELLANEOUS

Section 8.1 Successors. The covenants, stipulations, promises and agreements set forth herein shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

Section 8.2 Parties in Interest. Except as otherwise expressly provided herein, nothing in this Agreement is intended or shall be construed to confer upon any person, firm or corporation, other than the Town and the Company any right, remedy or claim; it being intended that this Agreement shall be for the sole and exclusive benefit of the Town, the Company and their respective successors and assigns.

Section 8.3 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4 No Personal Liability of Officials of the Town. No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual capacity and neither the members of the Town Council of the Town nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6 Governing Law. The laws of the State of Maine shall govern the construction and enforcement of this Agreement.

Section 8.7 Notices. All notices, certificates, requests, requisitions or other communications by the Town or The Company pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:

Town Manager
Town of Hampden
106 Western Avenue
Hampden, Maine 04444

If to the Company:

Legal Notices
P.O. Box 932
Bangor, Maine 04402-0932

Any of the parties may, by notice given to the other in the manner provided herein, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8 Amendments. This Agreement may be amended only with the concurring written consent of the parties hereto.

Section 8.9 Net Agreement. This Agreement shall be deemed and construed to be a "net agreement," and the Town shall pay absolutely net during the term hereof all payments required hereunder, free of any deductions, and without abatement, deductions or setoffs.

Section 8.10 Benefit of Assignees or Pledges. The Town agrees that this Agreement is executed in part to induce assignees or pledges to provide financing for the Project and accordingly all covenants and agreements on the part of the Town as to the amounts payable hereunder are hereby declared to be for the benefit of any such assignee or pledge from time to time of The Company's right, title and interest herein.

Section 8.11 Valuation Agreement. The Development Program makes certain assumptions and estimates regarding valuation, depreciation of assets, tax rates and estimated costs. The Town and the Company hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party to be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to the Company's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

Section 8.12. Development Agreement. The Development Program and Financial Plan for the District as approved by the Town shall be deemed to be part of and incorporated in this Agreement. Provided however, that in the event of any conflict between this Agreement and the Development Program or Financial Plan, this Agreement shall control, to the extent permitted by law, over any such inconsistent provisions of the Development Program or Financial Plan.

Section 8.13 Integration. This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, written or oral, between the Town and The Company relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

**ARTICLE IX
FAILURE TO COMPLETE PHASE II**

The Town's regular Credit Enhancement agreement policy is to limit the term to a period of ten years. In consideration of the contemplated construction of Phase II of the Project and the relocation of the Company's corporate offices to the District (Project Phase II), the Town has agreed to enter into this Corrected Credit Enhancement Agreement over a period of twenty (20) years as reflected in the definition of the term "Retained Tax Increment Revenues – Company's Share" in Section 1.1. If the Company does not substantially complete Phase II of the Project, including relocation of the Company's corporate offices to the District, by July 1, 2019, the reimbursement period shall terminate on June 20, 2025 and the Reimbursement Percentage for Fiscal Years (FY) 2020-2021 through FY 2024-2025 as set forth in the definition of the term "Retained Tax Increment Revenues – Company's Share" shall be reduced from 75% to 50%. This termination will occur unless the Town and Company agree to a modified credit enhancement allocation as a remedy for failure of the Company to complete Phase II or relocate its corporate offices to the District. Any such modification may allow for a credit enhancement equal to or less than the terms set forth in this Agreement, but shall not exceed them.

**ARTICLE X
RECAPTURE**

Notwithstanding any other provision of this Agreement, in the event that:

- (i) The Company, during the term of this Agreement, conveys, assigns, subleases, transfers or otherwise disposes of its ownership of the Project;
- (ii) The Company, during the term of this Agreement, relocates its business in the District, including its corporate headquarters, to a location outside of the Town's corporate limits;
- (iii) The Company makes any sale, transfer, conveyance or assignment of this Agreement or its rights hereunder that is not permitted under Article VII hereof; or
- (iv) The Company, for a period of 180 consecutive days, ceases to operate the Project in the District;

then and in such event only, the Company agrees to repay to the Town, within 30 days of the Town's written request therefor, all amounts paid to the Company by the Town pursuant to this Agreement, together with interest on the amounts so paid a 4% per annum computed from the date of each

Deleted: e

payment by the Town to the Company, computed as of the date of such repayment to the Town. Provided, however, that for each complete fiscal year after FY 2024-2025 that passes before the triggering recapture event, the repayment principal amount shall be reduced by 10%. For example, if the triggering event occurs on July 1, 2028, the payment due would be 70% of all amounts paid to the Company by the Town pursuant to this Agreement through the fiscal year ending on June 30, 2028, plus interest thereon as calculated above.

Deleted: ¶
¶

IN WITNESS WHEREOF, the Town and the Company have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS

TOWN OF HAMPDEN

By: Angus G. Jennings
Its: Town Manager

EMERA MAINE, f/k/a
BANGOR HYDROELECTRIC COMPANY

By: Gerard R. Chasse
Its: President & C.O.O.



HAMPDEN PUBLIC SAFETY

Police - Fire - EMS
106 Western Avenue
Hampden, Maine 04444
Phone 207-862-4000
Fax: 207-862-4588



Memo

To: PSD Rogers
From: Sgt Webber
RE: Equipment for 2016 Ford Explorer
Date: November 6, 2016

Based on our conversations, I submit 2 options for equipping the 2016 Ford Explorer.

I have not included the Setina cargo storage unit in either option (for a savings of \$999.95) due to Officer Eyles having agreed to make a wooden box. Unit 314 has a wooden box made by Ben and that works as good, if not better, for our needs than does the Setina box we have in Unit 316.

Option #1 New Equipment

Option #2 Reuse equipment from Tahoe earmarked for public works.

Potential benefits for Option #1

- Option #1 has less potential labor costs due to no transfers.
- New PM400 mobile radio
 - Same model as other cruisers for familiarity in emergency situations
- New model lightbar
 - Self dimming
 - Includes preinstalled rear directional lights
 - Included full white to front for scene light up option
 - Includes new switch box, siren and PA
 - 5 year warrantee

Potential benefits for Option #2

- Cost savings by recycling equipment we already own.

Option #1
Installation of New Equipment

This option would be a viable option only if public works could use the existing equipment in the Tahoe. **(Note: it appears that the cost of amber lights that public works could install would be high, possibly a new lighting system would be cheaper for them)**

See attached Custom Installations 10/6/16 estimate of \$6334.83 less Setina box cost.

Total cost \$5334.88 (not including cost of mobile radio)

Included in this quoted estimate is

- **New** (reduced cost demo unit) Whalen light bar and associated controller and siren
- Various necessary emergency lighting such as wig wag headlight, gate strobes, taillight flasher and a cargo area work light.
- Equipment console and associated material for the display of mobile radio, siren control and emergency light switches.
- Setina partition which protected the passenger compartment occupant from flying equipment stored in the cargo area. As well as prevents a prisoner from accessing the cargo area.
- Installation labor costs and various associated material costs for shop supplies, power shut down timer, radio antenna and shipping costs.

Customs installations has agreed to provide a refurbished radar from Maine State surplus free of charge.

Both options involve the transfer of the cage and rifle rack from 314 to 317.

A new Watchguard recording system is an option for a quoted cost of \$4899.00. This would be the fourth Watchguard recording unit for the agency making all front line cruisers fully recordable.

This option also would require the purchase of a new mobile radio. Our other cruisers have Motorola PM400 mobile radios installed by Atlantic Communications. The estimated cost for this unit is around \$700. An exact estimate from Atlantic was not available as of today.

Total potential costs (Option #1)

\$5334.88 (quote for new equipment)
\$4899.00 (Watchguard)
\$700 (est for mobile radio)
\$10,933.88

Option #2

Strip and reuse equipment from Tahoe

This option requires the removal of equipment from the Tahoe before public works takes possession.

Equipment we could potentially transfer

- Lightbar
- Mobile radio could be installed in 314 and the PM400 from 314 could transfer to 317
- Various small strobe lights in rear and side windows
- Siren and switches may be transferable, although the switch box in older Tahoe has broken switches that will not activate the alley lights, therefore we may be compelled to purchase and new controller unit for the lightbar, siren and PA system.

Equipment needed to be purchased new in both options

- Setina partition which protected the passenger compartment occupant from flying equipment stored in the cargo area. As well as prevents a prisoner from accessing the cargo area. **(partition from Unit 314 should remain with that vehicle)**
- Alternating headlights, rear gate strobes, taillight flashers and cargo area work light.
- Equipment console and associated material for the storage of the mobile radio, siren control and emergency light switches.
- Installation labor costs and various associated material costs for shop supplies, power shut down timer, radio antenna and shipping costs.

Based on the quote provided by Custom Installations the approximate cost for option #2 is \$3063.42. This amount may increase slightly if labor associated with the transfer of equipment is increased. Also the siren, PA and emergency light controller on the white Tahoe may not be salvageable.

Total potential costs (Option #2)

\$3063.42 (equipment new and transferred/labor)
\$4899.00 (Watchguard)
\$700.00 (new controller if transfer won't work)
\$8662.42

Current Account Status

G 3-753-00 RESERVE ACCT / POLICE CRUIS

-23,187.02 = Beg Bal
0.00 = Adjust

-6,947.00 = YTD Net
0.00 = YTD Enc

-30,134.02 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
09	0239		09/19/16		09/19/2016 C/R	R CR	0.00	34,000.00
10	0284	1832	10/05/16	00000 QUIRK FORD O	2016 FORD EXPLORER	R AP	27,053.00	0.00
Totals-							27,053.00	34,000.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
September	0.00	34,000.00	0.00	0.00
October	27,053.00	0.00	0.00	0.00
Totals	27,053.00	34,000.00	0.00	0.00



www.pdqdoor.com

REMIT TO OUR MAIN OFFICE:

589 Main Road North
Hampden, ME 04444
207-947-1899
800-734-1401
Fax: 207-947-1839

D-5-c

INVOICE

DATE INVOICE #

10/24/2016 H125942

BILL TO:

Town of Hampden
106 Western Avenue
Hampden, ME 04444

Job Location:

Town Office
Counter shutter



P.O. NUMBER	TERMS	REP	CONTACT
	NET 10	Will	Sherri

QUANTITY	DESCRIPTION	AMOUNT
----------	-------------	--------

1	Commercial Service 1 Man	129.00
---	--------------------------	--------

Counter shutter was opened this morning and sounds like spring broke
 Travis & Mike 10/24/16
 Travel .5 On Site .75
 Wound springs back up. Working properly. Keep an eye on the spring.

Acct. No. 3-702-00

RECEIVED
OCT 31 2016

DEPARTMENT HEAD SIGNATURE
DATE _____

BY: _____

Work has been completed to my satisfaction. I understand that I will be charged 1 1/2% interest per month as well as reasonable collection costs for any overdue balance.



Additional Convenient Locations:

209A State Road West Bath, ME 04530 207-443-7426 888-559-3667 Fax: 207-443-6152	10 Rockport Park Center Rockport, ME 04856 207-230-0808 877-230-0809 Fax: 207-230-0888	50 Airport Road Waterville, ME 04901 207-872-7711 866-570-7711 Fax: 207-872-7713	P.O. Box 1543 331 North Street Houlton, ME 04730 207-532-0808 877-529-3719 Fax: 207-532-0880	78 Industrial Street Presque Isle, ME 04769 207-764-0213
---	--	--	---	--



TOTAL	\$129.00
Payments/Credits	\$0.00
Balance Due	\$129.00

REMIT TO OUR MAIN OFFICE:



589 Main Road North
 Hampden, ME 04444
 207-947-1899
 800-734-1401
 Fax: 207-947-1839

www.pdqdoor.com

INVOICE

DATE INVOICE #

11/3/2016 H126232

BILL TO:

Town of Hampden
 106 Western Avenue
 Hampden, ME 04444

Job Location:

Hampden Public Safety



P.O. NUMBER TERMS REP CONTACT

NET 10 DI Shawn 862-4000

QUANTITY DESCRIPTION AMOUNT

1	1/8" Cable	28.00
1.5	P.D.Q. Lube 14 OZ	18.00
2	2" Long Stem Roller	16.00
1	Commercial Service 1 Man 2nd door from the L - motor keeps running after door is open, when they close the door it stops about 6 - 8" off floor. Travis 11/2/16 Travel .5 On Site 1.25 Replaced drive cables & 2 bottom rollers, lubed door, springs & motor, adjusted limits.	96.00

RECEIVED
 NOV 07 2016

BY: _____

Acct. No. ~~XXXXXXXXXX~~ ?

 DEPARTMENT HEAD SIGNATURE
 DATE _____

Work has been completed to my satisfaction. I understand that I will be charged 1 1/2% interest per month as well as reasonable collection costs for any overdue balance.



Additional Convenient Locations:

209A State Road West Bath, ME 04530 207-443-7426 888-559-3667 Fax: 207-443-6152	10 Rockport Park Center Rockport, ME 04856 207-230-0808 877-230-0809 Fax: 207-230-0888	50 Airport Road Waterville, ME 04901 207-872-7711 866-570-7711 Fax: 207-872-7713	P.O. Box 1543 331 North Street Houlton, ME 04730 207-532-0808 877-529-3719 Fax: 207-532-0880	78 Industrial Street Presque Isle, ME 04769 207-764-0213 Like Us On
---	--	--	---	--

TOTAL	\$158.00
Payments/Credits	\$0.00
Balance Due	\$158.00

RECEIVED
 NOV 07 2016

LAWSON'S LOCKSMITHING, INC.

153 State St. #9
 BREWER, MAINE 04412
 (207) 989-5104
 Fax (207) 989-1440

BY:

ATTN: Sean

NAME: Town of Hampden DATE: 11/1/16
 ADDRESS: 106 Western Ave.
Hampden, Me. 04444

LOCATION: Hampden, Me. 04444 RES. PHONE: _____
 BUS. PHONE: 478-8396

QTY.	DESCRIPTION	PRICE	AMOUNT
PAYMENT DUE UPON RECEIPT OF THIS INVOICE NO STATEMENT WILL BE SENT			
1-	Leverset 613 Fin	140.00	140.00
1-	Yale cylinder for leverset	20.00	20.00
1-	hr labor repair door Install New Leverset	60 per hr	60.00
1-	cyl keyed to master key	8.00	8.00
Acct. No. _____			

CUSTOMER'S SIGNATURE X _____
 AUTHORIZATION FOR SECURITY/EMERGENCY SERVICES
 I hereby certify that I have the authority to order the lock key or security work designated above. Further, I agree to absolve the locksmith who bears this authorization from any and all claims arising from the performance of such work.

TOTAL MATERIALS	160.00
TOTAL LABOR	68.00
SERVICE CHG.	60.00
TRIP CHG.	

SIGNATURE _____ DATE _____

SUBTOTAL 288.00

ADDRESS _____

TAX EX

YEAR _____ MAKE _____ IF AUTO _____ LICENSE/SERIAL NUMBER _____

TOTAL 288.00

B PRODUCT 619

45280

WORK ORDER INVOICE

Current Account Status

G 3-702-00 RESERVE ACCT / MUNIC BLD

-15,521.93 = Beg Bal
0.00 = Adjust

-18,159.28 = YTD Net
0.00 = YTD Enc

-33,681.21 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
08	0151	1818	08/24/16	00392 P D Q DOOR C	BUILDING MATERIAL	R AP	1,000.00	0.00
09	0222	1825	09/14/16	00141 E.J.PRESCOTT	BLDG DRAINAGE SUPPLIES	R AP	840.72	0.00
10	0298		10/06/16		10/06/2016 C/R	R CR	0.00	20,000.00
Totals-							1,840.72	20,000.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
August	1,000.00	0.00	0.00	0.00
September	840.72	0.00	0.00	0.00
October	0.00	20,000.00	0.00	0.00
Totals	1,840.72	20,000.00	0.00	0.00



HAMPDEN PUBLIC SAFETY

Police - Fire - EMS
106 Western Avenue
Hampden, Maine 04444
Phone 207-862-4000



MMA Safety Enhancement Grant Hampden Fire Department

The Hampden Fire Department is considering the purchase of **portable scene lighting**. Our purchase would include the following:

- (2) Revel Scout Portable LED Scene Lights with DC Chargers
- **Total Project Cost- \$2400.00**
- **Town of Hampden Share- \$704.81**
- **MMA Safety Enhancement Share- \$1695.19**
- The purchase of this equipment would be made within 30 days of receiving grant funds for this project.

Current Account Status

G 3-780-00 RESERVE ACCT / MATCHING GR

-15,073.87 = Beg Bal
0.00 = Adjust

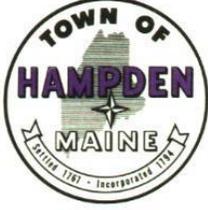
1,389.66 = YTD Net
0.00 = YTD Enc

-13,684.21 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
07	0037	1811	07/13/16	00481 TOWN OF HAMP	MATCHING FUNDS EXTRACTOR	R AP	818.00	0.00
09	0247	1831	09/21/16	00481 TOWN OF HAMP	BALLISTIC SHIELD	R AP	571.66	0.00
Totals-							1,389.66	0.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
July	818.00	0.00	0.00	0.00
September	571.66	0.00	0.00	0.00
Totals	1,389.66	0.00	0.00	0.00



TOWN OF HAMPDEN

PUBLIC NOTICE

TOWN OF HAMPDEN NOTICE OF PUBLIC BID

The Town of Hampden, Maine will receive sealed proposals for Sidney Boulevard Storm Drain Improvements. Proposals are required to be submitted to the Hampden Town Office, located at 106 Western Avenue, Hampden, Maine 04444, on or before November 9, 2016 at 1pm, at which time all bids will be publicly opened. A bid tab will be documented and presented at the next regularly scheduled Council meeting, on November 14, 2016, at which time the winning bid will be awarded.

Request for Proposals, Specifications and the Contract Documents, are available at the Hampden Town Office at 106 Western Avenue, Hampden Maine 04444. Questions regarding this RFP may be directed to Sean Currier, Director of Public Works by calling 862-3337.

Paula A. Scott, CCM
Town Clerk

11/01/2016



TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS

106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-3337

FAX 862-5067

November 9, 2016

To: Angus Jennings
From: Sean Currier
Subject: 2016 Sidney Boulevard Storm Drain Improvements

Sidney Boulevard Storm Drain Improvements were put out to bid with sealed bids due today at 1pm. We had seven (7) responses with proposals ranging from \$22,620 to \$43,000.24. The proposals include replacing the existing collapsed 30" cmp pipe under Sidney Boulevard with 30" HDPE pipe along with a 5' diameter catch basin and approximately 50' of new 15" HDPE for future connection.

I would like to recommend the award of the contract to Gardner Construction in the amount of \$22,620.00 from the operating budget line item 10-10-22-20.

Thank you for your consideration,

Sean Currier

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Town Council and Hampden Residents
FROM: Angus Jennings, Town Manager
DATE: October 17, 2016
RE: Statement regarding due diligence for potential fields at Lura Hoit Pool site

Following the vote of the Town Council at its October 3 meeting, my office plans to undertake or oversee the following next steps:

1. Prepare work scope and solicit bids for topographic survey of Lura Hoit Pool site.
2. Based on review of applicable regulations of MaineDEP, Army Corps of Engineers, and others (as applicable), prepare work scope and solicit bids for engineering support as needed for the preparation of documents needed for permitting.

Both of these steps will be needed in order to get permitted to add any impervious surface (i.e. parking) to the site.

Upon completion of these processes, I anticipate bringing forward recommendation of specific vendors along with requests for Council allocation of reserve funding consistent with purposes authorized in the approved budget. Due to the time it will take to complete this work, as well as the competing demands on staff time, I expect that completing these bid processes may take two months or more. Once an engineering firm is retained and the DEP permitting process is underway, DEP has advised that their permitting process could take six months or more.

No site work will take place until specifically authorized and funded, and until my office signs a contract for work.

We will continue to provide periodic updates on this initiative and, in the upcoming Town Manager newsletter, will share information regarding what is under consideration and how Hampden residents can share their opinions, ideas and concerns.

This statement is intended to clarify for Hampden residents that no changes to the site are imminent, and that any future changes, if any, would follow deliberation and votes within public meetings.

Note: Bids are due Monday morning. I anticipate presenting a recommendation for contract award on Monday night. - Angus

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

Request for Bid Proposals

Topographic Survey of Municipal Building and Pool Site

The Town of Hampden is seeking bid proposals for topographic survey of the Town-owned site at 106 and 146 Western Avenue which includes the Municipal Building, the Lura Hoit Pool, athletic fields and undeveloped land. The Scope of Services including a layout plan of the site is attached to this Request for Bid Proposals.

Prospective bidders who wish to view the project prior to bidding are invited to attend an optional **pre-bid meeting** on Tuesday, November 8, 2016 at 11:30 AM at the Municipal Building Conference Room, 106 Western Avenue, Hampden, ME.

Prospective bidders may submit written questions regarding this Request for Bid Proposals to the Town Manager on or before Wednesday, November 9 at noon. Questions may be submitted at the Municipal Building, Monday through Thursday from 7:30 AM until 6 PM, or via email to townmanager@hampdenmaine.gov. The Town will prepare written responses to all questions received, and will provide responses in an Addenda to all prospective bidders that participate in the pre-bid meeting, or who notify the Town Manager in writing that they wish to be considered a prospective bidder.

Sealed bids, clearly marked "Bid Proposal: Topographic Survey" must be received no later than Monday, November 14 at 8 AM addressed to:

Town Clerk
Town of Hampden
106 Western Avenue
Hampden, ME 04444

A Statement of Bidders Qualifications (Attachment A) must be submitted with the Bid Proposal. All bids shall be submitted on the bid form supplied by the Town (Attachment B). Any bid received after the date and time of opening will be rejected and returned unopened to the bidder. Bids may not be submitted by email.

Bidders shall adhere to items specified in General information to bidders, attached.

Bids will be publicly opened at the Hampden Municipal Building Conference Room at 8 AM on Monday, November 14, 2016. Bids shall include a statement of proposed price to complete the work including sufficient detail for the Town to understand the basis of the costs, as well as any assumptions or limitations. Exceptions to the specifications are to be listed separately, attached to and submitted with Bidder's proposal.

The Town Manager shall recommend a vendor and budget to the Finance Committee and the Town Council. Upon Council authorization of budgeted Reserve Funds, to be proposed at the meeting on November 14 at 7 PM, the Town Manager will execute a contract with the selected vendor and will schedule the work.

Prior to execution of a contract, the contractor must provide proof of workers compensation insurance, and of liability insurance with a \$400,000 minimum coverage, and shall provide a certificate naming the Town of Hampden as additionally insured.

The Town of Hampden reserves the right to accept or reject any or all bids.

Project Scope of Work

Topographic Survey of Municipal Building and Pool Site

The subject property is Hampden Assessors Parcel 09-0-018 located at 106 and 146 Western Ave. (Online GIS mapping at <http://www.axisgjis.com/hampdenme/>). A map of the project locus is attached as Exhibit 1.

Project Deliverables:

- Survey location and dimensions of all site features including but not limited to, buildings, pavement, striping, utility poles, manholes, catch basins, hydrants, obscured area boundary, playground features, athletic equipment, continuous tree lines, individual trees over 2" in diameter not associated with tree lines, pipe line easement, etc.
- Provide 2' contours for the portion of the site indicated in Exhibit 1 (approx. 25.8 acres).
- Provide 1' contours for the portion of the site indicated in Exhibit 1 (approx. 6.6 acres for Pool area; approx. 5.7 acres for Town Offices/Post Office area).
- Spatial data collected to be provided electronically in PDF and ArcGIS shapefile format, in addition to two (2) hard copies printed to 24" x 36". Projection: NAD83 Zone 19N. Datum: UTM.

For aerial survey, proposal must specify number of photo control points. Also, field verification and obscured area fill-in to obtain 2' contours shall be included in bid price.

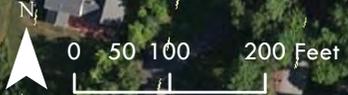
Project Timeline:

The Town wishes to initiate this work as soon as practicable, with the goal of completing survey work prior to first snow and delivery of project deliverables soon after. If completion this fall proves impossible due to weather, work will be completed as soon as practicable thereafter.

Exhibit 1

Key

-  1 Foot Contours
-  2 Foot Contours



Lura Hoyt Pool

Town Offices

Post Office

Western Ave.

Route 202

Note: The areas to be surveyed do not match the parcel lines.
The areas shown on this exhibit are approximate.

Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community,
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID,
IGN, and the GIS User Community

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

Addendum #1 to Request for Bid Proposals

Topographic Survey of Municipal Building and Pool Site

An optional **pre-bid meeting** was held on Tuesday, November 8, 2016 at 11:30 AM at the Municipal Building Conference Room, 106 Western Avenue, Hampden, ME. The following is a list of questions asked at the meeting, and responses from the Town:

Q. Is a survey of the property boundary part of the Scope of Work?

A. No.

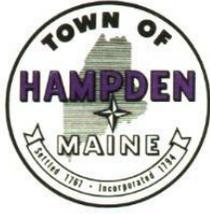
Q. Why is the Town seeking topographic survey rather than relying on 2010 LIDAR data?

A. The Town is at the conceptual planning stage for potential additional development (parking and possible recreational fields) on the site. Looking ahead to DEP permitting and the need to ensure compliance with stormwater regulations (through installation of BMPs, etc.), and to potential site design and development, it will be important to have accurate topographic survey in order to measure cuts and fills, etc.

Q. What is the budget for the project?

A. Funding will be provided from the Recreational Reserve account, which was budgeted for this purpose. Although there is no established budget for this phase of work, our goal is to award a contract for not more than \$10,000.00. Proposals should specify whether the complete scope can be completed for this budget. If a proposal states that the entire scope is not achievable within the budget, the proposal should propose what portion of the scope can be completed for this budget, and what changes to scope are proposed to maintain budget (such as reduced geographic extent of survey; supplement of some portions of survey with existing LIDAR data instead of survey; postponing a portion of the scope until a later phase, including specifying which portion is proposed to be postponed, etc.

The Town will respond to any additional questions if they are received in writing by noon today, November 9, 2016. Questions may be submitted at the Municipal Building, Monday through Thursday from 7:30 AM until 6 PM, or via email to townmanager@hampdenmaine.gov. The Town will prepare written responses to all questions received, and will provide responses in an Addenda to all prospective bidders that participate in the pre-bid meeting, or who notify the Town Manager in writing that they wish to be considered a prospective bidder.



TOWN OF HAMPDEN

PUBLIC NOTICE

TOWN OF HAMPDEN NOTICE OF PUBLIC BID

The Town of Hampden, Maine will receive sealed proposals for Holiday Lighting Electrical Repairs. Proposals are required to be submitted to the Hampden Town Office, located at 106 Western Avenue, Hampden, Maine 04444, on or before November 9, 2016 at 1:15pm, at which time all bids will be publicly opened. A bid tab will be documented and presented at the next regularly scheduled Council meeting, on November 14, 2016, at which time the winning bid will be awarded.

Request for Proposals, Specifications and the Contract Documents, are available at the Hampden Town Office at 106 Western Avenue, Hampden Maine 04444. Questions regarding this RFP may be directed to Sean Currier, Director of Public Works by calling 862-3337.

Paula A. Scott, CCM
Town Clerk

11/01/2016



Town of Hampden
106 Western Avenue
Hampden, Maine 04444

HOLIDAY LIGHTING ELECTRICAL REPAIRS

REQUEST FOR PROPOSAL

October 28, 2016

Please Note: The deadline for submittal of Proposals in response to this RFP has been extended to Monday, November 14 at 9 AM.
All other terms and specifications are as stated in this RFP.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3337
Fax: (207) 862-5067
email: Publicworks@hampdenmaine.gov

Request for Proposals Holiday Lighting Electrical Repairs

Introduction:

The Town of Hampden, Maine invites sealed proposals from qualified, Maine licensed electricians to provide services for the replacement of approximately 18 weatherproof GFCI electrical outlets on existing utility poles along Western Avenue and Main Road South in Hampden. Refer to the "Scope of Services" for additional information.

All work must be completed by December 2, 2016.

Submission of Proposals:

Please submit one (1) original copy of the proposal in the sealed submission.

To be considered, return the sealed proposal, including all pertinent items listed in Scope of Services, in an envelope CLEARLY marked "Holiday Lighting Electrical Repairs" by 1:15 PM, Wednesday, November 9, 2016 to the Hampden Town Office located at 106 Western Avenue, Hampden Maine 04444. Contractor shall include license and qualifications for the work.

General Information:

By submitting a response to this solicitation, the bidder acknowledges the responsibility for adhering to the Town of Hampden's "General Information to Bidders" available at the Hampden Town Office (also supplied with this bid package).

Questions:

All questions shall be written and directed to Sean Currier, publicworks@hampdenmaine.gov no later than Friday, November 4, 2016. The Town will issue addenda if necessary in response to any questions or inquiries for clarification of the project. All addenda will be issued to bidders receiving a Request for Proposal packet. Acknowledgement of addenda received will be required as part of the proposal (enclosed in the sealed envelope) by the CONTRACTOR. A copy of the Bidder's Addendum Acknowledgement Form is included in Appendix A, Bid Form.

Background:

The Town is soliciting a Maine licensed electrical CONTRACTOR to replace and install new metal conduit and weatherproof GFCI electrical outlets on approximately 18 existing utility poles in Hampden. Each outlet shall have a separate disconnect and be placed at the same height above ground (if possible) on all poles. All wiring, materials and installation must meet all applicable State, Local and Federal electrical codes as well as current EMERA standards of construction.

Scope of Services:

- Contractors shall submit the bid form included as Appendix A. Plans and details are attached in Appendix B. Individual pole numbers will be given to Contractor awarded bid. Site location map is included in Appendix B.

The CONTRACTOR may visit the project site with Town personnel to confirm the locations of proposed work and to discuss the specific scope of work required. In addition, the scope of services includes, but is not limited to:

- Provide a designated project manager and contact person.
- Provide for approval by the Public Works Director, all submittals on materials to be supplied and/or installed on the project.
- Obtain all necessary permits and permissions of pole owners.
- Coordinate all work with respective utility companies with services on the existing poles.
- Confirm location of all existing utilities in the field and provide any conflicts (elevation or otherwise) to the Public Works Director upon discovery.
- Coordinate with Emera for disconnect / reconnect of power to all respective utility poles.
- Coordinate with any utility pole owners if not owned by Emera.
- Remove all existing electrical conduit, outlets, weatherheads etc. that are in place for lighting holiday fixtures.
- Remove and reinstall 18 brackets for holiday light fixtures at similar elevations.
- Install new mc rigid conduit, wire, weatherhead, brackets, service disconnect and GFCI receptacle in a weatherproof enclosure. All installation of materials shall follow Emera detail drawing #2719 attached in Appendix B.
- Install 18 Holiday Light fixtures on brackets and plug in to new GFI outlet with the assistance of Hampden Department of Public Works (DPW). Light fixtures shall be provided and delivered to site by DPW, installed by CONTRACTOR.

All work within project limits must be completed by December 1, 2016.

Instructions to bidders

The following provides a general description of information required in the proposals and the format to be followed. Proposers must furnish all information requested and follow the instructions as noted herein. Proposers shall ensure that all information required herein be

submitted with the proposal. Additional useful information pertaining to the Scope of Services or Contract Terms and Conditions is appreciated and should be included in the bid.

Proposal Organization:

1. Work Schedule:

The proposal shall include a work schedule and a brief description of the methods and resources bidder will employ to accomplish the project.

2. Additional Items:

In addition to the Contractor General Qualifications, the following must be provided:

- a. **Bid Security:** Each bidder must submit with the bid a certified check, bid bond or cash in the amount of 5% of his/her total bid price as his/her guarantee that the bidder will enter into the Contract, if awarded. Said check, bid bond or cash will be returned to all except the two (2) lowest bidders immediately following the opening of the bids, and the remaining sureties will be returned after the Owner and Contractor have executed the Contract. If the Contract has not been awarded within thirty (30) days of the bid opening, the surety will be returned at any time thereafter to any bidder requesting, so long as they have not been notified of the acceptance of the bid.

Incurring Costs:

All costs incurred in the preparation and submission of a proposal will be borne by the Bidder.

Preparation:

Before submitting a proposal, all prospective bidders are encouraged to review the proposal documents, specifications, visit the site of the project and review any site complications that may exist.

The Town, its employees, or agents shall not be held responsible for information received.

All items submitted in support of the proposal will become part of the contract.

Modification, Amendments or Withdrawal of Proposals:

Proposals may be modified or withdrawn in person or by written notice at any time prior to the specified closing date and time. Proposals may be withdrawn in person only by an authorized representative of the Bidder. If a Bidder desires to change a proposal already submitted, the change may be made by a signed letter that refers to the solicitation by title and must be received at the place designated prior to the date and time specified for the bid opening.

In the event an amendment to this solicitation is issued, all stated terms and conditions will remain in effect unless they are specifically changed by the amendment. Proposals shall include acknowledgment of all amendments or be subject to rejection.

All signatures on proposals, amendments or related correspondence must be by persons who are authorized to contractually bind the Proposer/Bidder.

Proposal Acceptance:

The Town will select the proposal which is most appropriate, beneficial and advantageous to the Town.

Selection:

Selection Criteria: Each proposal will be evaluated according to the following criteria:

1. The qualifications and experience of the individual(s) who will be performing the work.
2. The availability and capacity of the proposer to perform the services required.
3. The cost of the services offered.
4. The ability to meet the schedule.
5. The availability of materials, supplies or items solicited.

Rejection of Proposals:

The Town of Hampden reserves the right to reject any and all proposals received and to waive any informality, technical defect or clerical error in any proposal as the interest of the Town may require.

Award of Contract:

The contract will be awarded by the Town to the Bidder best able to perform the services requested. All proposals shall remain firm for sixty (60) calendar days after the bid opening.

Warranty Period:

All work must be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion, or the date that the utilities are placed in service.

**Request for Proposals
Holiday Lighting Electrical Repairs**

Appendix A

Bid Form

Request for Proposals Holiday Lighting Electrical Repairs

Note:

Proposals shall include this form as well as items listed on page 3. Failure to submit all requested materials may result in disqualification of proposal. The costs listed below will be used to calculate value for the completed work. The deadline for submittal of proposals is **1:15 PM, Wednesday, November 9, 2016.**

<u>Item #.</u>	<u>Estimated Qty.</u>	<u>Pay item/units</u>	<u>Total Price</u>
----------------	-----------------------	-----------------------	--------------------

1.	1 LS	Mobilization	\$ _____ /LS
----	------	--------------	--------------

Per lump sum (\$ _____)/LS

-Includes but not limited to the cost of initiating the contract, general contract admin., procuring insurance and bonds, permits or fees, moving equipment, equipment rental/usage, supplies, materials to the site, utility coordination, and all incidentals.

2.	18 EA.	Remove existing electrical service and mounting bracket for holiday lights	\$ _____
----	--------	--	----------

Per Each Pole (\$ _____)/EACH

- Includes but not limited to removal of existing mounting bracket, conduit, weatherhead, wire, outlet, and all hardware associated with existing electrical service and mounting bracket for holiday lights.

3.	18 EA.	Install new GFCI receptacle, mounting bracket and associated hardware to supply 120V power including mounting the Holiday Lights.	\$ _____
----	--------	---	----------

Per Each Pole (\$ _____)/EACH

- Includes but not limited to reinstalling existing mounting bracket, new mc rigid conduit, weatherhead, wire, GFCI outlet, weatherproof box, and all hardware associated with the installation of a new electrical service for holiday lights. Refer to drawing #2719 in Appendix B for details.

All unit amounts and totals shall be shown above. Total project bid amount to be shown below and should be checked against individual totals.

<u>Total Project Bid</u>	\$ _____
---------------------------------	-----------------

**Holiday Lighting Electrical Repairs
Bidder's Addendum Acknowledgement Form**

I hereby acknowledge by my signature that each numbered addendum has been received:

Addendum #1. _____
Contractor's Signature

Addendum #2. _____
Contractor's Signature

Addendum #3. _____
Contractor's Signature

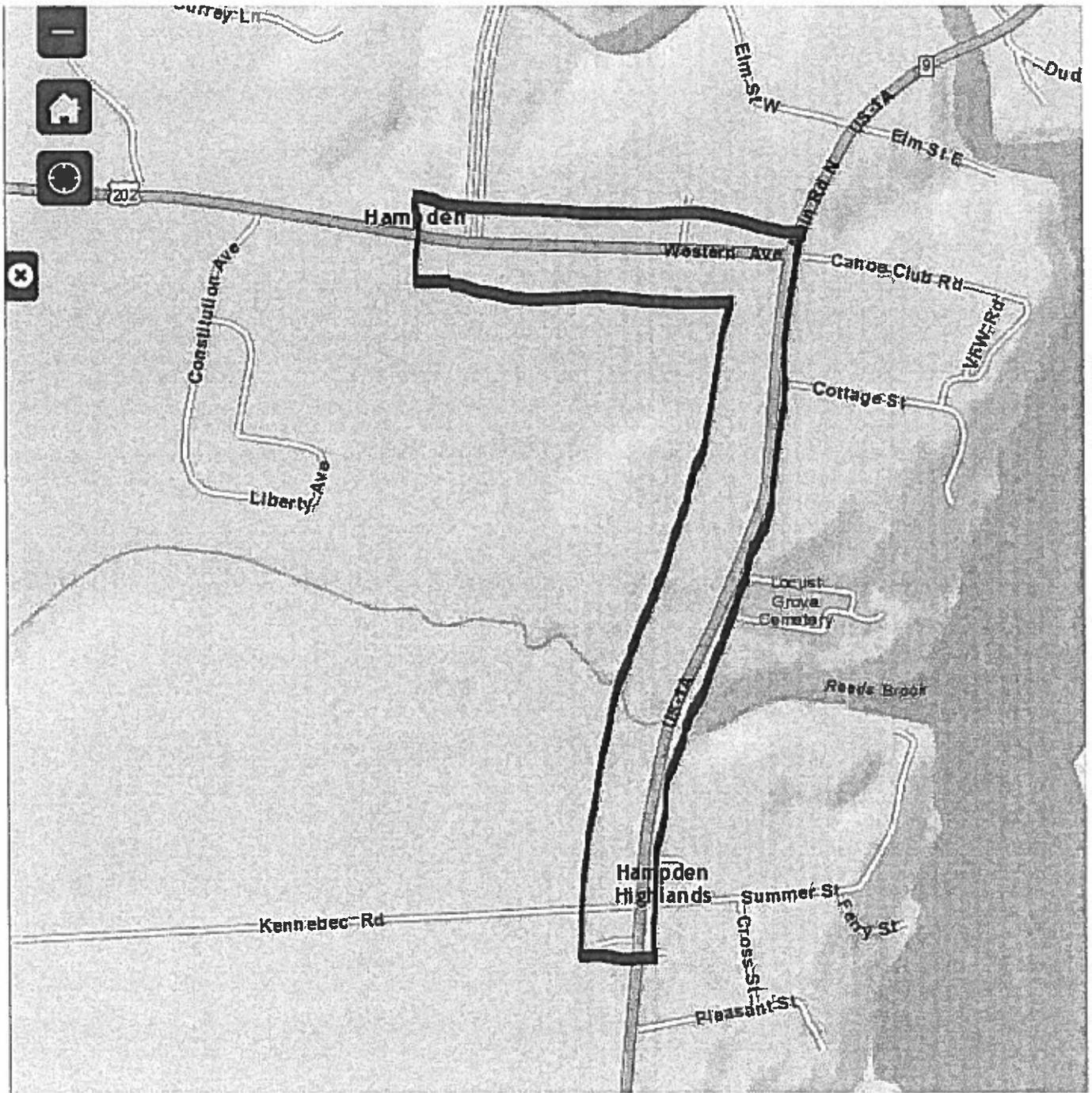
Addendum #4. _____
Contractor's Signature

Note: Signature required to acknowledge receipt of each addendum issued.

**Request for Proposals
Holiday Lighting Electrical Repairs**

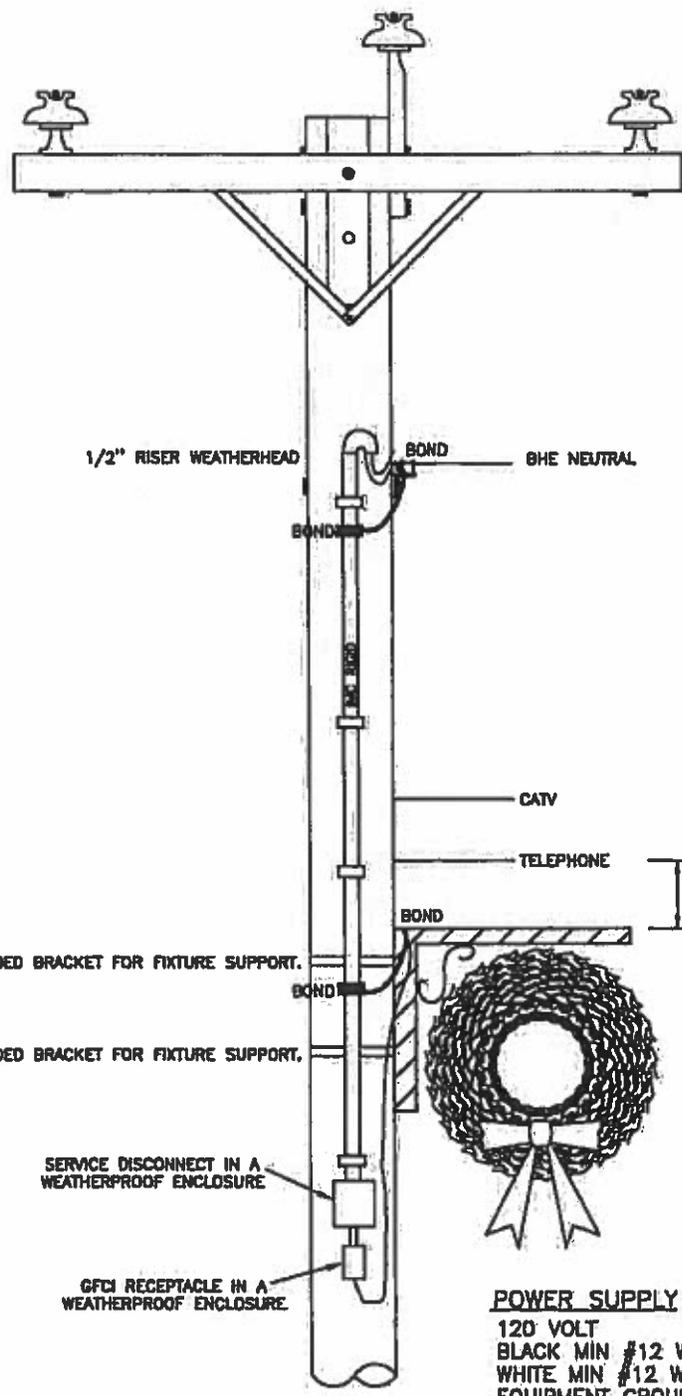
**Appendix B
Plans and Details**

SITE LOCATION MAP



NO.	REVISION	DATE	CK

NO.	REVISION	DATE	CK
1	2009 REVISIONS & REFORMAT	12-22-09	CAN



1/2" RISER WEATHERHEAD

BOND

BHE NEUTRAL

BOND

CATV

TELEPHONE

BOND

DISTANCE TO BE DETERMINED BY TELEPHONE COMPANY

BANDED BRACKET FOR FIXTURE SUPPORT.

BOND

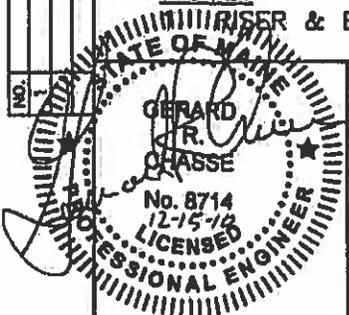
BANDED BRACKET FOR FIXTURE SUPPORT.

SERVICE DISCONNECT IN A WEATHERPROOF ENCLOSURE

GFCI RECEPTACLE IN A WEATHERPROOF ENCLOSURE

POWER SUPPLY
 120 VOLT
 BLACK MIN #12 WIRE
 WHITE MIN #12 WIRE
 EQUIPMENT GROUND #6 CU WIRE.

NOTE:
 RISER & BANDED BRACKET TO REMAIN ON POLE.



DISTRIBUTION CONSTRUCTION STANDARDS	SEASONAL LIGHTING & ORNAMENTS ON B.H.E. Co. OWNED POLES OPERATED BY MUNICIPALITIES	
	BANGOR HYDRO ELECTRIC Co.	DRAWING 2719

Current Account Status

G 1-141-00 GENERAL FUND / TIF Emera

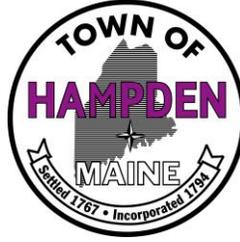
-86,198.00 = Beg Bal 1,425.00 = YTD Net -84,773.00 = Balance
 0.00 = Adjust 0.00 = YTD Enc

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type		Debits	Credits
08	0131	500186	08/17/16	00000 ESRI	ARCGIS FOR DESKTOP BASIC	R	AP	1,425.00	0.00
Totals-								1,425.00	0.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
August	1,425.00	0.00	0.00	0.00
Totals	1,425.00	0.00	0.00	0.00

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Finance Committee and Town Council

FROM: Angus Jennings, Town Manager

DATE: November 8, 2016

RE: Resolution approving Penobscot County Hazard Mitigation Plan

We were recently contacted by the Director of the Penobscot County Emergency Management Agency seeking Town Council approval of a resolution approving the 2016 Update of the Penobscot County Multi-Jurisdictional Hazard Mitigation Plan.

The updated Plan is attached, including redlined edits illustrating changes since the previously-approved 2011 Plan (which was revised from the original Plan approved in 2005). Council approval of the resolution (along with approval from Councils and Boards of Selectmen in other communities in the county) is required in order to secure approval from FEMA, and the Plan is required to be kept in draft form until that time (hence the redlines).

Penobscot County has advised us that no changes to the enclosed draft will be allowed since FEMA provided conditional approval in April.

If you have any questions, we can discuss this at Monday's meetings.

Penobscot County Hazard Mitigation Plan – 2016 Update

2. PREREQUISITES

RESOLUTION

Whereas, natural and man-made disasters may occur at any time, we recognize that to lessen the impacts of these disasters we will save resources, property, and lives in Penobscot County;

And whereas the creation of a Multi-Jurisdictional Hazard Mitigation Plan is necessary for the development of a risk assessment and effective mitigation strategy;

And whereas, this multi-jurisdictional county of 3 cities, 52 towns, 4 plantations and a portion of Maine’s Unorganized Territory is committed to the mitigation goals and measures as presented in this plan;

Therefore the City Councils and Boards of Selectmen of the Incorporated Towns and Plantations hereby adopt the Penobscot County Multi-Jurisdictional Hazard Mitigation Plan – 2016 Update; and

Therefore, the Penobscot County Commissioners, acting on behalf of the County and its portion of the Unorganized Territory hereby adopt the Penobscot County Hazard Mitigation Plan – 2016 Update.

Authorizing Signatures

Town of Hampden

_____	_____	_____
Name	Town Council, Mayor	Date
_____	_____	_____
Name	Town Council	Date
_____	_____	_____
Name	Town Council	Date
_____	_____	_____
Name	Town Council	Date
_____	_____	_____
Name	Town Council	Date
_____	_____	_____
Name	Town Council	Date

Note: Complete draft plan is included in the Nov. 14, 2016 Finance Committee packet and is not duplicated here.

Penobscot County, Maine

Hazard Mitigation Plan

November 2016

Submitted:
FEMA Approved:
Adopted: