



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
AGENDA

MONDAY

DECEMBER 7, 2015

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. November 16, 2015 Meeting Minutes

3. COMMUNICATIONS

a. Betty Magaw – Application for Appointment to Personnel Appeals Board or Board of Appeals – Referral to Finance Committee

b. Cheri Condon – Application for Reappointment to Library Board of Trustees – Referral to Services Committee

c. Anthony Mourkas - Application for Reappointment to Library Board of Trustees – Referral to Services Committee

d. Patrick Foley - Application for Reappointment to Pool Board of Trustees – Referral to Services Committee

e. Stephanie Shayne - Application for Reappointment to Recreation Committee – Referral to Services Committee

f. Gerry Ouellette – Application for Reappointment to Personnel Appeals Board – Referral to Finance Committee

g. Hampden Garden Club/Manager Jennings – Thank you

4. REPORTS

a. Finance Committee Minutes – 10/19/2015

b. Infrastructure Committee Minutes – 10/26/2015

C. PUBLIC COMMENTS

D. POLICY AGENDA

1. NEWS, PRESENTATIONS & AWARDS

2. PUBLIC HEARINGS

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

3. NOMINATIONS – APPOINTMENTS – ELECTIONS

- a. Joan Reilly – Appointment as Associate Member of Planning Board – Planning & Development Committee Recommendation

4. UNFINISHED BUSINESS

- a. Proposed Zoning Ordinance Map amendment to Map 9A/Lot 1 at corner of Emerson Drive and Coldbrook Road from Residential A District to Business District – Introduction for Public Hearing
- b. Pine Tree Landfill Post Closure Monitoring – Proposal from Drumlin, LLC and SoilMetrics, LLC – Recommendations of Infrastructure and Finance Committees
- c. Discussion of Proposed MRC Legal Agreements & Potential Multi-town Legal Review

5. NEW BUSINESS

- a. Transfer Station Swap Shop Building Replacement – Recommendations of Infrastructure and Finance Committees
- b. Fundraising at the Transfer Station
- c. Proposed Mailbox Policy – Infrastructure Committee Recommendation
- d. Declaration of Surplus Property – Marina Floats – Recommendations of Infrastructure and Finance Committees
- e. Approval of Expenditure of \$15,000 of Surplus Monies for Cruiser Replacement – Finance Committee Recommendation

E. COMMITTEE REPORTS

F. MANAGER'S REPORT

G. COUNCILORS' COMMENTS

H. ADJOURNMENT



HAMPDEN TOWN COUNCIL  
HAMPDEN MUNICIPAL BUILDING  
MINUTES

MONDAY

NOVEMBER 16, 2015

7:00 P.M.

*Attending:*

*Mayor David Ryder*

*Councilor Bill Shakespeare*

*Councilor Terry McAvoy*

*Councilor Dennis Marble*

*Councilor Stephen Wilde*

*Councilor Greg Sirois*

*Town Manager Angus Jennings*

*Town Clerk Denise Hodsdon*

*A Member of the Media*

*Former Councilor Tom Brann*

*Mayor Ryder called the meeting to order at 7:00 pm.*

**A. PLEDGE OF ALLEGIANCE** – *Mayor Ryder led the Pledge of Allegiance*

**B. CONSENT AGENDA** – *Councilor McAvoy requested that Item B.3.h. be set aside. Motion by Councilor Marble, seconded by Councilor McAvoy to accept the balance of the Consent Agenda. Unanimous vote in favor.*

**1. SIGNATURES**

**2. SECRETARY'S REPORTS**

**a. October 19, 2015 Meeting Minutes**

**3. COMMUNICATIONS**

- a. Francis Pergolizza – Application for Appointment to Recreation Committee – Referral to Services Committee**
- b. Joan Reilly – Application for Appointment to Planning Board – Referral to Planning & Development Committee**
- c. Subway of Hampden – Victualers License Renewal**
- d. Angelo's of Hampden – Victualers License Renewal**
- e. Coffee Break Café – Victualers License Renewal**
- f. Manager Jennings/DEP – Request for Review Response re MRC/Fiberight Processing Facility**
- g. Manager Jennings – MMA Certificate – Fair Labor Standards Training**
- h. MMA – Local government Efficient Fund – Request for Grant Proposals** – *Motion by Councilor McAvoy, seconded by Councilor Shakespeare to refer this item to the Infrastructure Committee for discussion at its next meeting on November 23<sup>rd</sup>. Unanimous vote in favor.*
- i. Maine Municipal Employees Health Trust – 2016 Health Trust Rate Announcement**

#### **4. REPORTS**

- a. **Infrastructure Committee Minutes – 9/28/2015**
- b. **Finance Committee Minutes – 10/5/2015**
- c. **Services Committee Minutes – 9/14/2015**
- d. **Library Trustees Minutes – 9/8/2015**
- e. **Maine Center for Disease Control and Prevention – Report about Cancer Concerns in Hampden and Coldbrook Road Neighborhood**
- f. **Pool Trustees Minutes – 10/13/2015**

#### **C. PUBLIC COMMENTS – None**

#### **D. POLICY AGENDA**

- 1. NEWS, PRESENTATIONS & AWARDS –** *Mayor Ryder recognized former Town Attorney Tom Russell for his 27-plus years of service as the Town's attorney. Unfortunately Attorney Russell was unable to attend the meeting, but Mayor Ryder expressed appreciation for his time and effort, noting that he has helped the Town through some difficult times in those 27 years.*  
*Public Comment – Former Councilor Tom Brann of 262 Western Avenue said when the Council is going to recognize an individual or organization with a presentation or award, he would like to see that listed as an item on the agenda so that people will know in advance that the recognition is taking place.*

#### **2. PUBLIC HEARINGS - None**

#### **3. NOMINATIONS – APPOINTMENTS – ELECTIONS**

- a. **Official Return of Votes – November 3, 2015 Municipal Election –** *Town Clerk Denise Hodsdon reported the official results of the Municipal Election held on November 3, 2015. This item was informational only.*
- b. **Avery Caldwell – Appointment to Board of Assessment Review – Finance Committee Recommendation –** *Motion by Councilor Marble, seconded by Councilor Sirois to appoint Avery Caldwell to the Board of Assessment Review. Unanimous vote in favor.*
- c. **Jane Jarvi – Reappointment to Recreation Committee – Services Committee Recommendation –** *Motion by Councilor McAvoy, seconded by Councilor Marble to reappoint Jane Jarvi to the Recreation Committee. Unanimous vote in favor.*

#### **4. UNFINISHED BUSINESS**

- a. **Sale of Surplus Vehicles**
  - 1. **1996 Ford E-350 Miller/McCoy Ambulance (Public Safety)**

**2. 2007 Ford Crown Victoria – Public Works (formerly Public Safety)**

*Mayor Ryder explained this item was informational only. Under the Town's Bid Procedure Guidelines, the Town Manager has the authority to solicit and accept quotes for town-owned equipment valued at less than \$5,000.00. The Town has accepted an offer of \$3,500.00 for the 1996 Ford 3-350 Miller/McCoy ambulance and an offer of \$500.00 for the 2007 Ford Crown Victoria.*

- b. MRC Voting Ballot –** *Mayor Ryder noted that previously the Council had nominated Town Manager Angus Jennings to serve on the Municipal Review Committee's Board of Directors. Since then, the Town Attorney has advised that his serving on the Board would create a conflict of interest and his name is being withdrawn from the list of nominees. Motion by Councilor Marble, seconded by Councilor McAvoy to cast a vote for Cathy Conlow of Bangor. During discussion, Councilor Shakespeare said he would like to vote for Tony Smith of Mount Desert. Vote on the motion was 5 in favor; 1 opposed (Shakespeare) – motion carried.*

**5. NEW BUSINESS**

- a. Sewer Commitment – 7/1/2015 to 9/30/2015 –** *Motion by Councilor McAvoy, seconded by Councilor Marble to approve the Sewer Commitment for July 1, 2015 to September 30, 2015. Unanimous vote in favor.*
- b. Public Safety Grant Acceptance & Approval of Matching Funds –** *Motion by Councilor Marble, seconded by Councilor Sirois to accept the Maine Municipal Safety Enhancement grant in the amount of \$2,000 and to approve expenditure of \$1,052 from the Matching Grants Reserve fund. Unanimous vote in favor. Mayor Ryder noted that the purpose of the grant is to purchase cold water and swift water rescue equipment.*
- c. Update regarding Sanitary Sewer System Mapping – Stillwater Environmental Engineering –** *Motion by Councilor Sirois, seconded by Councilor Wilde to accept the \$2,500 to \$3,500 proposal from Stillwater Environmental Engineering for mapping of the sanitary sewer system. Unanimous vote in favor.*
- d. Application for Renewal of Liquor License received from Armstrong Tennis Center at 60 Mecaw Rd. –** *Motion by Councilor Shakespeare, seconded by Councilor Sirois to approve the liquor license application for Armstrong Tennis Center at 60 Mecaw Road. Unanimous vote in favor.*

- e. **Review of MRC Draft Agreements for Municipal Solid Waste Management Starting in 2018** – *Manager Jennings noted that the Municipal Review Committee (MRC) is a non-profit organization representing 187 municipalities in their negotiations with PERC on municipal solid waste management. MRC has entered into a development agreement with Fiberight, a private company based in Maryland to build and operate a waste-to-energy facility in Hampden. Manager Jennings reported that that process is moving forward and is currently before the DEP for State permitting. The DEP is holding a public meeting this Thursday, November 19<sup>th</sup> at 6:00 pm in the Municipal Building Community Room. One set of issues is to do with the Town's status as the host community and the other set of issues is the broader agreement for municipal solid waste management for the 187 municipalities. Under the terms of their development agreement with Fiberight, the MRC needs to secure agreements to guarantee a minimum tonnage of 150,000 tons per year. The Town has received a set of three draft legal agreements for review and comment. Manager Jennings had a working meeting last week with a couple of Councilors and DPW Director Sean Currier, in which they discussed a number of questions and issues. Those questions and comments have been compiled in a draft memo to MRC. The draft was reviewed earlier by the Finance Committee and it was the recommendation of the committee that the memo accurately conveys the Council's questions to be submitted to MRC. The next step in the process is that the MRC will take into account all comments received from member municipalities and re-circulate final legal documents sometime in December.*

*Councilor Marble said he wanted to assure the public that the Town is taking this matter very seriously, a lot of due diligence is going on and people should feel positive about the engagement of the Town in this process.*

## **E. COMMITTEE REPORTS**

**Services Committee** – *Councilor McAvoy reported that the committee met on November 9<sup>th</sup> and discussed the agreement between the Town and the MRC. Manager Jennings updated the committee on the time table for the new AV equipment and the committee briefly discussed how the separation of utilities is working at the Skehan Center. The next meeting will be at 6:00 pm on Monday, December 14<sup>th</sup>.*

**Infrastructure Committee** – *Councilor Marble reported that the committee has been discussing public safety issues surrounding the use of soccer fields and parking on Western Avenue. The committee continues to look at possible options and best use. Additionally, the committee is continuing discussions about possible changes to operations at the transfer station. The next meeting is at 6:00 pm on Monday, November 23<sup>rd</sup>.*

**Planning & Development Committee** – *Councilor Shakespeare reported that the committee has not met since the last Council meeting but the next meeting is scheduled for 6:00 pm on Wednesday, November 18<sup>th</sup>.*

**Finance & Administration Committee** – Mayor Ryder reported that all items discussed by the Finance Committee earlier in the evening have already been discussed by the full Council tonight.

**F. MANAGER'S REPORT** – A copy of the Manager's Report is attached and made a part of the minutes.

**G. COUNCILORS' COMMENTS**

**Councilor Sirois** thanked the voters for re-electing him to serve another three years. **Councilor Marble** gave kudos to the Hampden soccer and cross-country teams for their successful seasons. He said it is great to see citizens stepping forward to volunteer for the various Town boards and committees. Lastly, he said it has been brought to his attention by more than one citizen that a few people are spending some of their time spreading gossip about our previous Town Manager. He said that while he might not agree with statements from people, he will always respect people who stand up and let you know who they are and try to speak to things based on evidence or information that seems credible. He said he can't respect people who spread information like this without saying who they are or citing information while doing it. He said this not only does a disservice to our former Town Manager, but it does a disservice to all of us at the same time.

**Councilor McAvoy** reminded everyone to shop local and buy American.

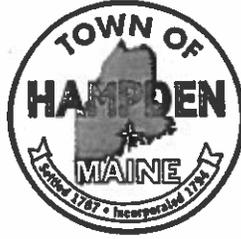
**Mayor Ryder** commented that he received a phone call from a group of people who had recently visited Dorothea Dix Park and they were very happy with the results of the improvements that have been made there. He encouraged everyone to go down to the park and check it out. He noted it is still a work in progress and he would love to hear from anyone with any ideas or suggestions. He also thanked the Garden Club for the beautiful flowers out front again this year.

**H. ADJOURNMENT** – There being no further business, the meeting was adjourned at 7:35 pm.



Denise Hodsdon  
Town Clerk

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 16, 2015

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.

#### Health Insurance Cost Increase for 2016

On November 12, we received written notice that the Town's employee health insurance rates will increase by 9.85% beginning January 1, 2016. Our preliminary estimate is that this increase will cost approximately \$28,146 above the budgeted amount for health insurance during the current fiscal year, and, holding all things equal, about twice that amount for FY17. I am presently working with Finance personnel Tammy Ewing to confirm this estimate, and to bring forward a proposal to the Council for payment of the extra costs for the balance of FY16.

#### FY15 Municipal Audit

On November 12, the Town's auditor James W. Wadman, CPA, provided an initial draft of portions of the FY15 municipal audit. Later this week, Tammy and I will meet with lead auditor Kellie Bowden to provide any additional information they may need to finalize the audit, and to talk through any questions. Once the final audit is received this will be shared with the Council.

#### RSU #22 Building Committee – McGraw/Weatherbee

Dean Bennett and I are continuing to track discussions of the RSU #22 School Board's Building Committee regarding potential capital improvements to improve peak hour traffic circulation and enhance the physical facilities of the McGraw and Weatherbee Schools. We will attend tomorrow evening's scheduled meeting and will continue to keep the Council apprised of information as it becomes known. In an informal conversation with the Asst. Superintendent recently, I expressed concern about how any proposed capital project would affect the Town budget, and emphasized the importance of staying in coordination on any related planning.

### Personnel Evaluations / Org Chart / Job Descriptions

One of the initiatives that I set for myself upon beginning work in late August was to ensure that all Town employees receive personnel evaluations; to review existing job descriptions with staff to determine whether changes are needed to accurately reflect each position's responsibilities; and to create an accurate organizational chart illustrating Hampden's staffing and volunteer capacity.

I had expected this work may occur during the course of my first year (or more); however, in anticipation of the FY17 budget process I plan to attempt to substantially advance this work – even if it's not possible to complete – by early January 2016. I think this will provide helpful baseline information for staff, management and the Council to inform the budgeting process.

I recently attended a Fair Labor Standards Act training in Augusta, and it emphasized the importance of this work to organizational management. I am bringing this to the Council's attention because the work will take a significant amount of my time, and will affect other staff time, during the month of December. Depending on how this work progresses, I will periodically reevaluate a schedule for completion.

### Hampden Cable Franchise Agreement

Denise and I have reviewed a number of documents on file regarding Time Warner Cable with the intent to resume work on trying to get a cable franchise agreement in place. Among other items, we found a series of correspondences among members of the Penobscot Downeast Cable Television Consortium, and I have recently been added to this group's correspondence list. I expect that we'll have solid information on this topic soon and, at that time, will advise the Council regarding present status and any next steps.

### Council Chambers AV Equipment

We have been moving forward based on the Council's acceptance of the bid for electrical work, and adjustment to the base Audio/Visual scope. All equipment has been ordered and has begun to arrive.

Related to this work, I have met with the Hampden Academy Principal and corresponded with their technology teacher. We will post a notice seeking one or more students interested in video production who may be available to work part-time to record the Council meetings.

Right now, we are working based on the schedule on the next page.

**From:** Kyle Severance  
**Date:** November 9, 2015 at 3:04:50 PM EST  
**Subject:** A/V Upgrade Timeline

After meeting with Rodney and Matt today, here is the tentative timeline for the A/V system upgrade:

*11/16 Council Meeting*

**Phase 1 (prep work):**

11/19: NESCOM will consolidate the racks

11/20 and 11/23: Public Works will install counter top in the closet

11/24: Hampden Electric will run power to the closet

*12/7 Council Meeting (will only be able to do one camera shot)*

**Phase 2 (switch over):**

12/8, 12/9, or 12/10 (should only take one of these days): Hampden Electric will do speakers, run camera cable, run mic snake

12/11, 12/12, 12/13 (and possibly 12/10 evening): NESCOM will do complete switch over

*12/21 Council Meeting (if everything goes as planned will be recorded on new system)*

Phase 2 dates are dependent on having all the equipment. All the equipment has been ordered but some of the specialized pieces have estimated delivery time of 3-4 weeks.

Please let me know if you have anything to add or see any issues.

Kyle Severance  
GIS/IT Specialist | Town of Hampden, Maine





Check One:  Initial Application  Reappointment Application

B-3-b

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Condon Cheri
ADDRESS: 461 Wiswell Rd Holden 04429

MAILING ADDRESS (if different):

TELEPHONE: 207-989-9664 HOME WORK

EMAIL:

OCCUPATION: Retired

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Library

SECOND CHOICE (OPTIONAL):

How would your experience, education and/or occupation be a benefit to this board or committee? I have worked with the Library Director at Edyth Dyer Library for several years before and during my time on the board to prepare, maintain and update the policies and plans for the library.

Are there any issues you feel this board or committee should address, or should continue to address?

- CONSERVATION COMMITTEE
BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA HOIT MEMORIAL POOL
ECONOMIC DEVELOPMENT COMMITTEE
FRIENDS OF DOROTHEA DIX PARK

3 YEAR

- EDYTHE DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMITTEE
TREE BOARD

5 YEAR
PLANNING BOARD

FOR TOWN USE ONLY
Date Application Received DEC 01 2015
COUNCIL COMMITTEE ACTION: DATE:
COUNCIL ACTION: DATE:
NEW APPT REAPPOINTMENT DATE APPOINTMENT EXPIRES:



Check One:  Initial Application  Reappointment Application

B-3-C

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: MOURKAS LAST ANTHONY FIRST L MI

ADDRESS: 171 PATTERSON ROAD STREET HAMPDEN TOWN ME ZIP 04444

MAILING ADDRESS (if different):

TELEPHONE: 207-862-5990 HOME WORK

EMAIL: ANTHONY.MOURKAS@MAC.COM

OCCUPATION: EDUCATOR

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: EDYTHE DYER LIBRARY BOARD OF TRUSTEES

SECOND CHOICE (OPTIONAL):

How would your experience, education and/or occupation be a benefit to this board or committee? I HAVE BEEN A MEMBER OF THE LIBRARY BOARD FOR 20 YEARS. I WISH TO CONTINUE IN THIS CAPACITY.

Are there any issues you feel this board or committee should address, or should continue to address?

3 YEAR

- CONSERVATION COMMITTEE
BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA HOIT MEMORIAL POOL
ECONOMIC DEVELOPMENT COMMITTEE
FRIENDS OF DOROTHEA DIX PARK

- EDYTHE DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMITTEE
TREE BOARD

5 YEAR
PLANNING BOARD

FOR TOWN USE ONLY
Date Application Received: DEC 01 2015
COUNCIL COMMITTEE ACTION: DATE:
COUNCIL ACTION: DATE:
NEW APPT REAPPOINTMENT DATE APPOINTMENT EXPIRES:



Check One:  Initial Application  Reappointment Application

B-3-d

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Filey, Patrick
LAST FIRST MI

ADDRESS: 79 Hinkleley Hill Rd Carmel Me. 04419
STREET TOWN ZIP

MAILING ADDRESS (if different):

TELEPHONE: 207 450 3379 404 7235
HOME WORK

EMAIL: DJ Filey @ Hotma.1.com

OCCUPATION: military Fire Fighter

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Lura Hoit Pool Board

SECOND CHOICE (OPTIONAL):

How would your experience, education and/or occupation be a benefit to this board or committee? Having served on this board for the past years has given me experience that will help to keep the board moving forward

Are there any issues you feel this board or committee should address, or should continue to address? none

- CONSERVATION COMMITTEE
BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA HOIT MEMORIAL POOL
ECONOMIC DEVELOPMENT COMMITTEE
FRIENDS OF DOROTHEA DIX PARK

3 YEAR

- EDYTHE DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMITTEE
TREE BOARD

5 YEAR
PLANNING BOARD

FOR TOWN USE ONLY
Date Application Received: DEC 01 2015
COUNCIL COMMITTEE ACTION: DATE:
COUNCIL ACTION: DATE:
NEW APPT REAPPOINTMENT DATE APPOINTMENT EXPIRES:



Check One:  Initial Application  Reappointment Application

TOWN OF HAMPDEN APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Shayne Stephanie LAST FIRST MI

ADDRESS: 82 Foster Ave Hampden 04444 (as of Dec 2015) STREET TOWN ZIP

MAILING ADDRESS (if different): PO Box 15 Hampden

TELEPHONE: 216-0843 HOME 404-5632 WORK

EMAIL: Shaynes@husson.edu

OCCUPATION: Director of Graduate Programs & Asst. Professor - Husson University

BOARD OR COMMITTEE PREFERENCE: FIRST CHOICE: Recreation Committee

SECOND CHOICE (OPTIONAL):

How would your experience, education and/or occupation be a benefit to this board or committee? As a business professor, I can provide assistance in Strategic planning and cost/benefit analysis. Having served on the committee for 2 years, I am looking forward to continuing the work we started.

Are there any issues you feel this board or committee should address, or should continue to address? The committee made a lot of progress this year in drafting a strategic plan. Going forward, key issues are: Field Usage, effective use of Stehan Center; continued expansion of programming to serve variety of groups.

- CONSERVATION COMMITTEE
BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA HOIT MEMORIAL POOL
ECONOMIC DEVELOPMENT COMMITTEE
FRIENDS OF DOROTHEA DIX PARK

- DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMITTEE
TREE BOARD

5 YEAR PLANNING BOARD

FOR TOWN USE ONLY Date Application Received: NOV 18 2015
COUNCIL COMMITTEE ACTION: DATE:
COUNCIL ACTION: DATE:
NEW APPT REAPPOINTMENT DATE APPOINTMENT EXPIRES:



Check One:  Initial Application  Reappointment Application

B-3-f

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Ouellette LAST Coery FIRST John MI

ADDRESS: 477 Back Winterport Road STREET Hampden TOWN ME ZIP 04444

MAILING ADDRESS (if different):

TELEPHONE: 207-862-2894 HOME 207-848-5540 WORK

EMAIL: gouellette@mctire.com

OCCUPATION: Human Resources Safety Manager

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Personnel Appeals Board

SECOND CHOICE (OPTIONAL):

How would your experience, education and/or occupation be a benefit to this board or committee? 28 years As a Senior Human Resources Safety Manager

I have been a board member for several years now. I'm here to be able serve my town I live in when the time comes for resolution issues.

Are there any issues you feel this board or committee should address, or should continue to address? NO

3 YEAR

- CONSERVATION COMMITTEE
BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA HOIT MEMORIAL POOL
ECONOMIC DEVELOPMENT COMMITTEE
FRIENDS OF DOROTHEA DIX PARK

- EDYTHE DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMITTEE
TREE BOARD

5 YEAR
PLANNING BOARD

FOR TOWN USE ONLY
Date Application Received: DEC 01 2015
COUNCIL COMMITTEE ACTION: DATE:
COUNCIL ACTION: DATE:
NEW APPT REAPPOINTMENT DATE APPOINTMENT EXPIRES:



Harmony Hall, Hampden, ME  
Home of the Hampden Garden Club

B-3-9

Town of Hampden  
RECEIVED

NOV 25 2015

Office of the  
Town Manager

November 23, 2015

To: Manager Angus Jennings and Members of the Town Council

From: The Hampden Garden Club

Gentlemen:

On behalf of the Hampden Garden Club, we want to thank Mayor Ryder for his comments at the 11/16/15 Council meeting, acknowledging and thanking us for our gardening work at the office entrance area. Since there are new members in your group, we would like to point out the other areas we plant and maintain in addition to the war memorial and the entrance meridian. We also tend the garden at the gazebo in the Lura Hoyt pool area, the garden on Rt 1A at the Reeds Brook School sign, at Dorothy Dix Park along the wall and at the base of the Blue Star Marker, and the garden in front of Harmony Hall at 24 Kennebec Rd. We are pleased to still be able to do this work to beautify the Town.

Also for those of you who may not know, our Club has owned and maintained Harmony Hall since 1966. Between 2011 and 2013 we accomplished major restoration work at the Hall, but like all old buildings, it requires constant care. In recent years, in recognition of our work with the gardens, the Town has been able to provide a stipend for us to add to our ongoing hall restoration fund. This would again be much appreciated if funds are available.

Hampden is a wonderful town thanks to your fine work, the town staff, and many volunteer citizens.

Sincerely,

Hampden Garden Club Co-Presidents  
Barbara Packard & Anne Bennett  
862-3080                      862-3467

**FINANCE & ADMINISTRATION COMMITTEE MEETING**

Monday, October 19, 2015

**MINUTES****Attending:***Mayor David Ryder**Councilor William Shakespeare**Councilor Stephen Wilde**Councilor Dennis Marble**Councilor Greg Sirois**Councilor Terry McAvoy**Town Manager Angus Jennings**Town Clerk Denise Hodsdon**Tax Collector Cheryl Johnson**GIS/IT Personnel Kyle Severance**Resident Alex King*

*Mayor Ryder called the meeting to order at 6:02 p.m.*

**1. Meeting Minutes**

- a. *October 5, 2015 – Motion by Councilor McAvoy, seconded by Councilor Shakespeare to approve the October 5, 2015 minutes. Unanimous vote in favor.*

**2. Review & Sign Warrants – Warrants were reviewed and signed by Committee members.****3. Old Business**

- a. **Service Fees 2015/2016** – *Town Manager Jennings provide background regarding the Service Fees Ordinance, and reviewed the formula by which charges are assessed to qualifying properties. Motion by Councilor McAvoy, seconded by Councilor Shakespeare, to recommend Council approval of the service fee charges for 2015-2016. Unanimous (6-0) vote in favor.*

- b. **License Plate Issuance Policy** – *Town Manager Jennings presented a draft policy regarding issuance of license plates (to begin 11/2/15). The draft policy would limit license plate issuances to residents or businesses housed in the Town of Hampden; specify that the license plate issued would be the “next available” (i.e. license plate numbers would not be issued out of order from the order in which they’re received from the state); and would limit hours of service to Monday through Thursday from 8 AM to 4:30 PM. Town Manager Jennings*

*presented the goals for the proposed policy including reducing complexity of reporting requirements to the State BMV regarding the specific plates issued; and ensuring that Town staff have phone access to State BMV, automobile dealers, and auto insurers during hours of service in order to provide a high level of customer service. Additional documentation is often needed, especially to issue plates for vehicles purchased by private sale, and it will be necessary in these instances for Town staff to be able to correspond with outside entities.*

*Councilor Shakespeare expressed concern about limiting the hours of service to less than normal office hours. Councilor Marble suggested that because this is a new service the Town is providing it is bound to cause some amount of unanticipated concerns as it's implemented, and favored reduced hours. Councilor Sirois stated that, if reduced hours are approved, this message needs to get out to the public.*

*Mayor Ryder said that he understood the concerns about administration of the policy, and the importance of having access to outside resources as needed, but stated that if reduced hours are approved he felt that we need to set a timeline to get to where we can get to full hours. Time restrictions, if approved, should be communicated to the public as temporary.*

*Councilor McAvoy agreed with not issuing license plates right up until 6PM, but felt that once the license plate issuance begins a record should be kept of any recurring issues or challenges so the Council can be advised. Councilor Marble asked whether this policy could be put in effect for a period of three months.*

*Mayor Ryder opened the discussion for public comment. Town Clerk Denise Hodsdon expressed that the process of issuing license plates is far more complicated than anyone thought it would be. She recommended that, if the policy is approved for a limited time, the Council's review should be to revisit the policy, not to rescind it. She expressed that Town staff would like to be involved with the decision.*

*Tax Collector Cheryl Johnson stated that the State BMV closes at 4:30 PM and that the Town of Hermon, which has issued license plates for years, stops issuing plates at 4:30 PM.*

*Motion by Councilor Marble, seconded by Councilor Sirois, to recommend Council approval of the policy with a review after ninety days. Approved by unanimous (6-0) vote.*

#### **4. New Business**

- a. Catch Basin Cleaning – Proposal for Funding – Town Manager Jennings presented his memo in the meeting packet regarding the need for catch basin cleaning to ensure compliance with the Town's stormwater management (MS4) permit, and the estimated cost of up to \$5,000 for this work. He provided background regarding the FY16 budget for The Connector Bus, and explained that, based on invoices recently received for this service, costs for the current fiscal year would be less than what was budgeted. Due to the mandate to move forward with the catch basin cleaning, he recommended a budget adjustment to transfer excess Bus funds into a newly created account number for stormwater expenses including catch basin cleaning. The purpose of establishing a new account (rather than paying these costs out of a public works account) would be to provide more transparency regarding the cost of compliance with stormwater management mandates.**

*Motion by Councilor Sirois, seconded by Councilor Wilde, to recommend a budget adjustment to transfer funds from The Bus to a stormwater account for payment of costs related to stormwater management catch basin cleaning. Unanimous (6-0) vote to approve.*

- b. Request to use Streets & Roads Reserve Funds for Replacement of School Sign on Route 202 – Town Manager Jennings presented his memo in the meeting packet describing costs incurred for the repair of a flashing "school zone" beacon and replacement of related signage.**

*Councilor Marble asked whether the town or the school should bear these costs? Town Manager Jennings stated that the Town doesn't budget any funds for flashing beacons. Because the costs represent roughly a quarter of the Town's budget for street signs town-wide for the entire year, he requested that RSU22 offset these expenses and through the Assistant Superintendent they agreed to pay half of the costs. The request before the Committee (and the Council) is to pay the remaining costs - \$380.51 – out of the Streets and Roads reserve account.*

*Town Manager Jennings has asked the DPW Director to review and report on the amount of such school-related signage and related elements town-wide so they can better understand the whether other such expenses may arise in the future. Mayor Ryder recommended*

*that the results of such review should come to the Infrastructure Committee.*

*Motion by Councilor Wilde, seconded, to recommend Council approval of payment of \$380.51 out of the Streets and Roads reserve account. Motion approved 5-1, with Councilor Sirois opposed.*

- c. Request to use Computer Reserve Funds for Replacement of Public Safety Server – GIS and IT personnel** *Kyle Severance presented his memo in the meeting packet regarding the need to replace the public safety server, which supports 17 work stations and 32 users. The server has been needing increased maintenance, causing downtime in public safety's IT infrastructure. The Town has set aside \$1,800 a year for five years, and the best quote received for \$8,885 is supported by the available budget of \$9,000.*

*Councilor McAvoy asked for more details about the personnel and work stations relying on the server, and Mr. Severance provided detail. Councilor Wilde asked about the capacity the new server would provide and Mr. Severance stated that it would provide more storage to accommodate, for example, the fact that the police are now recording much more video which is data-intensive.*

*Councilor Marble asked for a breakdown of equipment and labor costs and Mr. Severance referred to the quote which included \$4,010 for the server, \$2,500 for labor and 17 user licenses at \$75 per license. Councilor Marble asked if the labor cost seemed high, and Mr. Severance responded that the costs were in line with what he would expect given the substantial complexity of replacing a server. The recommended vendor has experience with comparable projects including in Brewer.*

*Motion by Councilor Marble, seconded by Councilor Wilde, to recommend Council approval of the proposed expenditure. Approved by vote of 5-0 (Councilor McAvoy not present).*

- d. Proposed Amendments to Fees Ordinance – Town Manager** *Jennings presented his memo in the meeting packet regarding the requirement in the Fees Ordinance that the fee structure be introduced for review in October of every year. He stated that he had circulated the Ordinance to Department Heads and staff responsible for administration of different fees with a request to confirm that the fees are currently administered consistent with the Ordinance; and to recommend any changes to the fees. Correspondences received from staff were included in the Council packet, and/or included in a draft markup of the current Ordinance.*

*Due to the complexity of the issue of sewer fees and sewer connection fees, Town Manager Jennings recommended that this item be referred to the Infrastructure Committee for further consideration.*

*Due to the amount of research that Recreation Director Abbott provided regarding recreation fees, Town Manager Jennings recommended that this item be referred to the Services Committee for further consideration.*

*Resident Alex King stated that he would like to understand where any proposed fee increases are coming from. He spoke about the importance of facilitating commercial growth in order to increase the tax base, and expressed concern about the impact of fee increases. He offered the example of victualer's licenses and their effect on small businesses.*

*Town Manager Jennings agreed that any proposed fee changes would need to be based on clear rationale that is transparent to the public.*

**5. Public Comment – None.**

**6. Committee Member Comments – None.**

*There being no further business, the meeting was adjourned at 6:56 p.m.*

Respectfully submitted –

Angus Jennings, Town Manager

**INFRASTRUCTURE COMMITTEE MEETING**  
Monday, October 26, 2015

**MEETING MINUTES**

**Attending:**

*Councilor Dennis Marble, Chair*  
*Councilor Stephen Wilde*  
*Mayor David Ryder*  
*Councilor Terry McAvoy*  
*Councilor Greg Sirois*

*Councilor William Shakespeare*  
*Town Manager Angus Jennings*  
*Public Works Director Sean Currier*  
*Resident Bill Lippincott*  
*Resident Norman Thurlow*

1. **MINUTES – 9/28/2015 Meeting** – *Motion by Councilor Sirois, seconded by Councilor McAvoy to approve the September 28, 2015 minutes. Unanimous (6-0) vote in favor.*

2. **OLD BUSINESS**

- a. **Pine Tree Landfill Post Closure Monitoring – update – Town Manager Angus Jennings** – *Town Manager Jennings presented his report in the meeting packet regarding his research into the post-closure monitoring processes in place relative to the former Pinetree landfill. In correspondence with Maine DEP, he learned that DEP had not been sending copies of its reports to the Town; he has since obtained copies of reports for the past two years, including two 2015 reports included in the Council packet. Until late 2013, the Town had engaged an independent third-party peer reviewer expert in environmental and geotechnical engineering, Drumlin, LLC. DEP had been copying reports to Drumlin on the assumption that Drumlin was then notifying the Town of the DEP reports, but this has not been happening. Manager Jennings has spoken with Matt Reynolds at Drumlin and requested that he submit a proposed scope for re-engagement with the Town relative to this matter.*

*Councilor Sirois stated that we owe the people of Hampden ongoing review to ensure that the post closure plan is being implemented successfully. He expressed interest in a work scope that both reviewed materials since the prior review, and provided ongoing review. Resident Bill Lippincott said that the DEP reports are primarily raw data, and that we're not getting analysis.*

*Councilor McAvoy asked how long such reviews would go on? Resident Norman Thurlow said that the State wants thirty years of monitoring, until 2040. After discussion, the Council requested that the proposed work scope, once received by Drumlin, be placed on the next Infrastructure Committee agenda for review.*

3. **NEW BUSINESS**

- a. **Town-wide Capital Planning –goals for FY17 budget cycle – Town Manager Angus Jennings** – *Manager Jennings provided background regarding documentation he found in the files regarding an effort toward preparing a town-wide capital planning document in 2008. Likely due (at least in part) to poor economic conditions beginning in 2008, it does not appear that this capital planning process became a regular part of the budgeting process. Manager Jennings explained that he is working to assemble potential capital needs for*

*presentation as part of a capital budget planning process, anticipated to run roughly concurrent with the FY17 budgeting process. Councilor Wilde said that this approach makes good sense, as we need to look at Town operations as a business would, including planning for future needs. Manager Jennings discussed the potential for a Council and staff retreat-type event to share information in support of the Council's consideration of priorities.*

- b. Transfer Station layout, circulation and operations – potential short-term and longer-term concepts – DPW Director Sean Currier – DPW Director Currier presented the Council with research he had done regarding potential changes to the layout and operations at the Transfer Station. He had met with the DEP Solid Waste division, and there would only be a \$300 fee for changes that affect less than 25% of the site.**

*Director Currier presented a conceptual plan showing the replacement of the current Swap Shop building with a pre-fabricated 10'x20' building costing \$4,800. He described how these changes would help with on- and off-site traffic circulation, and presented this as a temporary solution to concerns regarding Swap Shop monitoring (due to poor staff visibility) and vehicular and pedestrian safety.*

*Councilor Shakespeare expressed concern with the difficulty of monitoring activity at the Swap Shop to reduce the amount of junk that's left there. Director Currier said that, during a recent site visit, DEP had recommended that three staff be active during C&D weekends. Councilor Shakespeare noted that there used to be three people working, but this was reduced to two a couple of years ago.*

*Motion by Councilor Sirois, seconded by Councilor McAvoy, to refer to the Finance Committee the purchase of the pre-fabricated building for up to \$5,000. Approved by unanimous (6-0) vote.*

*Manager Jennings advised the Council that, upon review of prior meeting minutes, he did not find that the question of fundraising at the Transfer Station was ever resolved. Motion by Councilor McAvoy, seconded by Councilor Shakespeare, to prohibit fundraising at the Transfer Station. Motion approved 5-1 (Councilor Sirois opposed).*

*Director Currier presented a conceptual plan showing a potential longer term concept for changes at the Transfer Station. Mayor Ryder said that the ability to stockpile brush as shown on the plan would save the Town money right away. Director Currier advised that the changes could be made without DEP permitting; we would only need to make DEP aware of the changes in our Annual Report.*

*Councilor McAvoy asked whether there would be further action taken regarding violations of the Transfer Station sticker policy. He said that one car not registered in Hampden, for example, was found to have visited the Transfer Station eight times in one day.*

*Director Currier recommended that the Town, acting through the Public Safety Department, send a letter to violators asking if there's a reasonable explanation.*

- c. Fees Ordinance section on sewer connection fees – Referral from Town Council – Manager Jennings provided background as outlined in his memo in the meeting packet. Based on files that he has reviewed, it appears that the**

*amount of the sewer fees and the connection charges have been talked about for many years. Director Currier advised that, because our sewer ties in to the Bangor infrastructure, it makes sense that we should be looking at monitoring procedures and a fee structure following Bangor's model. Motion by Councilor Wilde, seconded by Councilor Sirois, to recommend that the Council incorporate sewer fees comparable to those in effect in Bangor. Approved 6-0.*

- d. Turtlehead Park / Marina – condition of dock and boat ramp –** *Manager Jennings provided background and photos regarding the deteriorating condition of the boat ramp and the floats at the marina. He has spoken with representatives from Hamlin's and McLaughlin's, and a cost estimate received by Hamlin's in June indicated the cost of the ramp repairs could be \$25,000. Councilor Sirois asked whether we are legally required to provide service to the floats. Councilor McAvoy noted that the Harbor Ordinance includes requirements. Councilor Marble suggested that we may need review by the Town Attorney. Councilor Sirois noted that the Town bears some risk resulting from these facilities. Mayor Ryder noted that the ramp is the most costly aspect of repairs. Councilor Sirois said that, one way or another, we need to make it safe. Councilor Wilde requested Manager Jennings to look into having the floats pulled from the water this winter, with responsibility then transferred to one of the private owners. Councilor Wilde asked Manager Jennings to find out what obligations are in place, in addition to the Harbor Ordinance, regarding the ramp and docks.*
- e. Municipal Building HVAC System and Software –** *Manager Jennings described challenges associated with the software that manages the town building's heating and cooling, as well as the age and lack of reliability of the work station with the software. Director Currier advised that he would look into these issues to better understand what it may cost to improve the system.*

**4. PUBLIC COMMENTS – None.**

- 5. COMMITTEE MEMBER COMMENTS –** *Several Councilors noted that they were unable to access wi-fi for tonight's meeting and could therefore not access their online meeting packets. Manager Jennings said that he'd speak to IT staff Kyle Severance to ensure service during Council meetings.*

*There being no further business, the meeting was adjourned.*

Respectfully submitted –  
Angus Jennings, Town Manager

Consent Agenda 11/10/15  
Refer to P&D

D-3-a



Check One:  Initial Application  
 Reappointment Application

### TOWN OF HAMPDEN APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Reilly Joan C  
LAST FIRST MI

ADDRESS: 208 Western Ave #6 Hampden ME 04444  
STREET TOWN MI ZIP

MAILING ADDRESS (if different): \_\_\_\_\_

TELEPHONE: 800-620-2225 \_\_\_\_\_  
HOME WORK

EMAIL: jcreil@ymail.com

OCCUPATION: Pharmacy operations Manager

BOARD OR COMMITTEE PREFERENCE:  
FIRST CHOICE: Planning Board  
SECOND CHOICE (OPTIONAL): \_\_\_\_\_

How would your experience, education and/or occupation be a benefit to this board or committee? I have a Computer Science (engineering track) & Doctorate in Pharmacy degree which enable me to understand and assess multiple situations. I manage the pharmacy department at Eastern Maine Medical Center and am responsible for finance, contracts, compliance with local, state and federal regulations, personnel issues and renovation and construction of 3 pharmacy areas

Are there any issues you feel this board or committee should address, or should continue to address? \_\_\_\_\_

- CONSERVATION COMMITTEE
- BOARD OF ASSESSMENT REVIEW
- PERSONNEL APPEALS BOARD
- LURA HOIT MEMORIAL POOL
- ECONOMIC DEVELOPMENT COMMITTEE
- FRIENDS OF DOROTHEA DIX PARK

3 YEAR

- DYER LIBRARY
- RECREATION COMMITTEE
- BOARD OF APPEALS
- HISTORIC PRESERVATION COMMITTEE
- TREE BOARD

5 YEAR  
PLANNING BOARD

<b>FOR TOWN USE ONLY</b>		Date Application Received: <u>NOV 09 2015</u>
COUNCIL COMMITTEE ACTION: _____	DATE: _____	
COUNCIL ACTION: _____	DATE: _____	
<input type="checkbox"/> NEW APPT	<input type="checkbox"/> REAPPOINTMENT	DATE APPOINTMENT EXPIRES: _____





D-4-b

## **Drumlin Environmental, LLC**

*Hydrogeologic and Engineering Consultants*

November 16, 2015

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

RE: Hampden Technical Consultant – Technical Services for Pine Tree Landfill, Hampden Maine

Dear Mr. Jennings:

Thank you for contacting us to discuss the assistance that Drumlin Environmental, LLC and SoilMetrics, LLC have provided to the Town of Hampden to support technical review of activities at the Pine Tree Landfill (PTL). Since 2004 Steve Rabasca, P.E. of SoilMetrics and I have worked collaboratively in the role of Hampden Technical Consultant to provide technical input on behalf of the Town during operation, closure and post-closure activities at PTL. Steve has generally taken the lead role in reviewing engineering and geotechnical components of the work. I have generally taken the lead role in reviewing environmental and water quality components of the work.

You have requested that we provide the Town with a scope and budget to continue providing Hampden Technical Consultant review services to the Town and we would be glad to do this. Specifically, you requested that we provide a scope and budget estimate for the tasks described below.

1. Task 1 will involve reviewing Annual Reports and other documents prepared by Casella and the Maine Department of Environmental Protection (MDEP) covering the period since our previous review memorandum of December 2013. We will review the 2013 and 2014 Annual Reports as well as memoranda prepared by the MDEP project management and technical staff. This will include review of the supplemental residential well sampling that was conducted by Casella in 2014 at the request of the MDEP. It will also include review of any relevant water quality information in the June 2015 CDC report. Based on our review, we will prepare an update to the Town similar to the December 2013 memorandum. The estimated cost for this review would be \$3,000.
2. Task 2 would be an optional meeting with the Town Infrastructure Committee or Town Council. If this would be helpful, we would prepare a presentation of the findings of the review and meet to discuss questions from town officials and the public. The estimated cost for a meeting with a presentation would be \$1,000.
3. Task 3 would be annual review of on-going activities and data from PTL. This would include review of the Annual Report and associated MDEP comments. It would also include review of ancillary information or conditions that might arise during a particular year. A baseline cost for this annual review is estimated to be

in the range of \$2,500 to \$3,000. If there are additional environmental or engineering issues that arise, the cost may be higher, depending on the level of review and input required.

We understand that 2015 would be the 5<sup>th</sup> year of post-closure monitoring and operations for PTL. There is generally a 5-year review cycle that is part of the 30-year post-closure period. As part of this 5 year review, it is possible that Casella will propose changes to the current post-closure monitoring plan. Involvement in reviewing and providing comments on any proposed changes may increase the level of review activity in 2016.

The costs discussed above are estimates based on our familiarity with the PTL site and typical documentation. We propose to conduct the actual work on a time and material basis in accordance with Drumlin's Terms and Conditions for Technical Services, which is attached. The rate for professional services for Drumlin and SoilMetrics for 2015 and 2016 is \$90/hr.

We are glad to continue assisting the Town of Hampden in monitoring the post-closure conditions at PTL. If you have any questions, please call me at any time at (207) 771-5546 or my cell at (207) 242-2812. I would be glad to discuss this work further.

If you would like us to proceed with the work, please sign below and return an executed copy via fax or e-mail for our records.

Very truly yours,

**Drumlin Environmental, LLC**



Matthew D. Reynolds. P.E., C.G.  
Senior Member

Accepted, Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Encl: Drumlin Terms and Conditions

**DRUMLIN ENVIRONMENTAL, LLC**  
**STANDARD TERMS AND CONDITIONS FOR TECHNICAL SERVICES**

**SCOPE OF SERVICES.** DRUMLIN ENVIRONMENTAL, LLC shall provide technical services for the project in accordance with these terms and conditions, which together with the authorized scope of services and budget for the project, constitutes the Entire Agreement between DRUMLIN ENVIRONMENTAL, LLC and the client and supersedes any other written and or oral agreement.

**GENERAL CAVEAT.** Unanticipated subsurface conditions and unforeseen occurrences and distribution of hazardous substances in the subsurface are commonly encountered and cannot be fully predicted by samples, borings or test pits. Such unexpected conditions frequently require that additional work be undertaken to successfully complete a project. Therefore, a contingency fund is identified in project proposals developed by DRUMLIN ENVIRONMENTAL, LLC.

**RIGHT OF ENTRY.** The client will provide for the right of entry of DRUMLIN ENVIRONMENTAL, LLC and all necessary equipment, in order to complete the work. While DRUMLIN ENVIRONMENTAL, LLC will take all reasonable precautions to minimize any damage to the property, it is understood by the client that in the normal course of work some damage may occur, the correction of which is not part of the Agreement.

**UTILITIES.** In the prosecution of work, DRUMLIN ENVIRONMENTAL, LLC will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The client agrees to hold DRUMLIN ENVIRONMENTAL, LLC harmless for any damages to subterranean which are not called to DRUMLIN ENVIRONMENTAL, LLC's attention by the owner/client or the local agency coordinating subsurface utility information (e.g., Dig Safe) or which are not correctly shown on the plans furnished. This paragraph does not apply to the conduct of a Phase I ESA.

**SAMPLES.** All samples of geologic media or other materials collected from the site will be disposed of 30 days after submission of our report unless you make other arrangements. We will either (1) dispose of such samples by contract with a qualified waste disposal contractor; or (2) will ship such samples to a location selected by you for final disposal. You agree to pay all costs associated with the storage, transport, and disposal of samples, and to indemnify DRUMLIN ENVIRONMENTAL, LLC for any liability arising there from. This paragraph does not apply to the conduct of a Phase I ESA.

**INVOICES AND CHARGES.** Invoices will be submitted by DRUMLIN ENVIRONMENTAL, LLC on two to four (2-4) week periods or at the completion of a project. Payment shall be made by the client within thirty (30) days of receipt of invoice. Payments due DRUMLIN ENVIRONMENTAL, LLC under this Agreement shall be subject to interest of one and one-half percent (1 1/2%) per month commencing thirty (30) days after the date of invoice. If the client does not make prompt payments, DRUMLIN ENVIRONMENTAL, LLC may suspend services on the basis of non-performance on the part of the client. When such progress payments are restored, DRUMLIN ENVIRONMENTAL, LLC will continue services.

Charges for technical and administrative personnel are computed by multiplying the direct salary cost by a factor that includes the cost of benefits and overhead. The direct salary cost equals gross salary only and does not include fringe benefits. For calendar year 2015, the rate for Richard Fortin and Matthew Reynolds of DRUMLIN ENVIRONMENTAL, LLC is \$90 per hour. Preparation and participation in deposition and trial proceedings will be billed at \$125 per hour. Junior technical staff and clerical are charged at the rate of \$35 per hour.

Company and personal vehicles used in conjunction with project work will be charged at the rate of \$0.56 per mile. In the event that rental vehicles are used for project work, the rental car invoice will be charged at cost. Printing, reproduction, binding, permits, tolls, lodging, meals, and similar project-related expenses will be billed at cost plus 10 percent. Communications (telephone, fax, e-mail, etc.) will be billed at 4 percent of labor costs.

**SERVICES OF OTHERS.** On occasion, DRUMLIN ENVIRONMENTAL, LLC engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with your approval. The cost of such services will be included in our invoice.

**ON-SITE SERVICES DURING PROJECT CONSTRUCTION.** Should DRUMLIN ENVIRONMENTAL, LLC's services be provided on the job site during project construction, cleanup or other site activities, it is understood that, in accordance with generally accepted construction practices, the construction contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site. It is further understood that field services provided by our personnel will not relieve the contractor of his responsibilities for performing the work in accordance with applicable laws and regulations and with the plans and specifications. This paragraph does not apply to the conduct of a Phase I ESA.

**TEST BORINGS AND OTHER EXPLORATIONS.** To perform test borings and other explorations, we will engage a contractor or contractors experienced in this work. The contractor's invoice plus a ten percent (10%) service charge will be added to our fee. Alternatively, at your request, we can arrange for you to enter into a direct contract with the contractor. In that event, invoices for these outside services will be mailed to you for your direct payment to the contractors. We can provide review of each direct contract invoice, at your request. With your approval, we will select a contractor or contractors for this work but cannot undertake to guarantee or be responsible for their performance or the accuracy of their results. This paragraph does not apply to the conduct of a Phase I ESA.

**OWNERSHIP OF DOCUMENTS.** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by DRUMLIN ENVIRONMENTAL, LLC as instruments of service, shall remain the property of DRUMLIN ENVIRONMENTAL, LLC. Clients agree that all reports and other work furnished to the client or his agents, which are not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever. DRUMLIN ENVIRONMENTAL, LLC will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the client at all reasonable times.

**STANDARD OF CARE.** Services performed by DRUMLIN ENVIRONMENTAL, LLC under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, express or implied, is made.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by DRUMLIN ENVIRONMENTAL, LLC and that the data, interpretations and recommendations of DRUMLIN ENVIRONMENTAL, LLC are based solely on the information available to DRUMLIN ENVIRONMENTAL, LLC. DRUMLIN ENVIRONMENTAL, LLC will be responsible for these data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed. This paragraph does not apply to the conduct of a Phase I ESA.

In accepting this Agreement for consulting services, you acknowledge the inherent risk associated with oil, hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions as well as with construction.

**INSURANCE.** Insurance policies are maintained by DRUMLIN ENVIRONMENTAL, LLC to cover contracted work. We will furnish information and certification at your request. We will not be responsible for any loss, damage or liability beyond the amounts, limits, exclusions and conditions of such insurance. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

**LIMITS OF LIABILITY.** DRUMLIN ENVIRONMENTAL, LLC's liability for damages due to professional negligence will be limited to amount of the contract or \$25,000, whichever is greater.

Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by DRUMLIN ENVIRONMENTAL, LLC of such limitation of professional liability for design defects, errors, omissions, or professional negligence, and to require as a condition precedent to their performing their work, a like indemnity and limitation of liability on their part as against DRUMLIN ENVIRONMENTAL, LLC.

**ASSIGNS.** Neither the client nor DRUMLIN ENVIRONMENTAL, LLC may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the client and DRUMLIN ENVIRONMENTAL, LLC.

**CONFIDENTIALITY.** We will hold confidential all business or technical information obtained or generated in the performance of services under this Agreement. We will not disclose such information without your consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health, and welfare; (3) compliance with any court order or governmental directive; and/or (4) protection of DRUMLIN ENVIRONMENTAL, LLC against claims or liabilities arising from the performance of services under this Agreement. Our obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others.

**INDEMNITY.** It is understood and agreed that, in seeking our consulting services under this Agreement, you are requesting us to undertake potentially uninsurable obligations for your benefit involving the presence or potential presence of hazardous substances. Therefore, you agree to hold harmless, indemnify, and defend us from and against all claims, losses, damages, liability, and costs, including but not limited to costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liability as may arise out of our sole negligence in the performance of services under this Agreement. This paragraph does not apply to the conduct of a Phase I ESA.

**TERMINATION.** This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, DRUMLIN ENVIRONMENTAL, LLC shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by this Agreement, DRUMLIN ENVIRONMENTAL, LLC may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of DRUMLIN ENVIRONMENTAL, LLC in completing such analyses, records and reports.

**MEDIATION.** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and DRUMLIN ENVIRONMENTAL, LLC agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and DRUMLIN ENVIRONMENTAL, LLC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

■ 395 State Street  
■ Ellsworth, ME 04605  
■ www.mrcmaine.org



**MRC**  
Municipal Review Committee, Inc.

D-4-c

November 24, 2015

Mr. Roger Raymond, Town Manager  
Town of Hermon  
PO Box 6300  
Hermon, Maine 04402-6300

Dear Roger:

The MRC Board reviewed the proposal from Perkins Thompson dated November 17, 2015 (attached) to provide a group of MRC communities with an independent review of the proposed Site Lease, Master Waste Supply Agreement and the Municipal Joinder Agreement relating to the proposed Fiberright project (collectively, the "Fiberright Documents"). I am pleased to advise that the Board has approved your request that the MRC reimburse legal expenses associated with the review subject to the following:

1. The review will be substantially consistent in scope with that proposed in the Perkins Thompson letter and will be completed within the thirty day time frame mentioned in the proposal so as not to delay consideration by MRC communities of the Fiberright Documents.
2. In order to avoid other similar reimbursement requests for reviews by other law firms on behalf of other communities, we ask that any written work product provided by Perkins Thompson be made available to all MRC member communities, and such work product should specifically state that it may be relied upon by all MRC communities.
3. Reimbursable costs associated with the review and provision of the written work product to the MRC communities will not exceed \$15,000.

I trust that this arrangement will be satisfactory. Please let me know if you have any questions or concerns. In the meantime, I have asked Dan McKay to make himself available to cooperate with Perkins Thompson in its conduct of this review.

Sincerely,

Greg Louder

## Request for Proposal

The Town of Hermon and several other communities in Penobscot County and Hancock County seek a legal review by James Katsiaficas , Attorney at Law with the firm Perkins Thompson of documents presented to municipalities who are members of the Municipal Review Committee (MRC) and wish to enter into a long term agreement with the MRC to manage and dispose of municipal solid waste generated within their boundaries. The municipalities are not engaging legal counsel for business or scientific consultation and advice but professional legal services from the municipalities prospective. The opinion will be shared with citizens, Town Manager, Councilors and Selectmen who will be making the decision whether or not to proceed with the proposed agreements or may request revisions that provide more flexibility and stability. The documents include Municipal Joinder Agreement and exhibits, copy of the existing agreement, Master Waste Supply Agreement and exhibits, Site Lease and exhibits, Articles of Incorporation, and Bylaws.

## Scope of Service

To review the documents outlined in the Request for Proposal and to offer a legal opinion from the municipality's perspective of the following:

1. Note obligations and responsibilities for joiner communities.
2. Note obligations and responsibilities for the MRC to joining and member communities. What will the role of the MRC be as compared to being advisor and agent? What ramifications might there be for joiner communities?
3. Note any exceptions to the obligations and responsibilities for MRC and joiner and equity communities.
4. How will the new obligations affect the existing contract for joiner and equity communities?
5. Clarify matters pertaining to identification, disputes and liabilities for MRC, joiner and equity communities.
6. Outline potential liabilities and options to joiner and member communities should the Fiberight project fail.
7. Identify any provisions in the agreement that would allow a joiner community to break away before the termination date of the agreement. If not, should there be?
8. Are there any provisions in the agreements that will allow a municipality to increase or decrease tonnage if deemed necessary? If not, should there be?

## Schedule-

To provide the opinion within 45 days of receipt of all documents noted in the Request for Proposal in digital and hard copy to all participating communities noted in the Request for Proposal.

Compensation- Outline cost of services and a not to exceed amount. Cost is to be divided equally between all participating communities.

Contact- All communities that have agreed to share the cost of this opinion.

November 17, 2015

**VIA E-MAIL AND U.S. REGULAR MAIL**

Municipalities of Bangor, Carmel, Hampden, Hermon,  
Old Town, Orono and Veazie, Maine  
c/o Mr. Roger Raymond, Town Manager  
Town of Hermon Town of Hermon, Maine  
PO Box 6300  
Hermon, ME 04402

PHILIP C. HUNT  
JOHN S. UPTON  
PEGGY L. McGEHEE  
MELISSA HANLEY MURPHY  
JOHN A. HOBSON  
JAMES N. KATSIARCAS  
TIMOTHY P. BENOIT  
GORDON SCANNELL, JR.  
FRED W. BOFF III  
MARK P. SNOW  
WILLIAM J. SHELS  
DAVID B. McCONNELL  
PAUL D. PIETROPAOLI  
RANDY J. CRESWELL  
JULIANNE C. RAY  
DAWN M. HARMON  
CHRISTOPHER H. DARGIE  
STEPHANIE A. WILLIAMS  
PETER J. McDONELL  
SARA N. HOPPIN  
SHAWN K. DOIL  
JOSEPH G. TALBOT  
LAUREN B. WELJVER  
JOSEPH C. SIVISKI  
JOHN W. MASLAND

Re: Joint Representation Engagement Letter

Dear Municipal Official:

This letter will serve to confirm that Perkins Thompson, P.A. (the "Firm") will act as counsel to the municipalities of Hermon, Old Town, Bangor, Hampden, Veazie in connection with review of an agreement among the Municipalities and the Municipal Review Committee and related documents regarding solid waste disposal and management as described in the "Perkins Thompson Proposal for Legal Services," Attachment A to this "Joint Representation Engagement Letter" or "Letter" (the "Engagement"). The Municipalities are not engaging us for business or scientific consultation and advice; our professional services are limited to legal matters.

This Letter is prompted by ethical considerations as well as our desire to have a clear understanding with the Municipalities regarding the legal services to be performed in this Engagement and the estimated cost of those services. In addition, the Maine Rules of Professional Conduct require us to advise the Municipalities of the implications of joint representation and to receive the informed written consent of the Municipalities before undertaking that joint representation. The benefit of joint representation is usually lower overall costs, particularly for legal fees. However, there also are some disadvantages to joint representation. For example, while the Municipalities' communications with attorneys in the Firm about this matter are privileged and confidential with respect to other persons, they are not privileged and confidential with respect to each of the Municipalities. Thus, each Municipality should expect that anything it communicates to the Firm about this matter will be shared with the other Municipalities. However, at this point there does not appear to be any conflict of interest, nor potentially adverse interests between the Municipalities, that would preclude our joint representation. Based upon my discussions with Mr. Raymond, it does not appear that any of the Municipalities will seek incompatible results or pursue mutually disadvantageous tactics in this matter. Any of the Municipalities should immediately contact me if it does not believe that this is the case. If a conflict should

later arise between any of the Municipalities which we conclude will make our joint representation no longer possible, the Firm will have to withdraw from representing any of the Municipalities.

By signing this Letter you acknowledge that we are legal counsel to the Municipalities only, and we are not agreeing to act as legal counsel to any officer, agent or employee of the Municipalities, or to undertake any duties or responsibilities to any such person.

**To assist in our provision of legal services in this matter, we ask that each Municipality name a point of contact and inform us who that point of contact is.**

Additional municipalities may join the Municipalities as clients in this in this matter upon the additional municipality's execution of an engagement letter in a form identical to this Joint Representation Engagement Letter, and signed by all parties hereto.

I have attached a copy of the Firm's Statement of Billing Policies, Attachment B, which is part of the terms of our Engagement. Payment of our fees and other charges shall be the joint and several responsibility of the Municipalities; we will submit our bills to Mr. Raymond, who will coordinate payment from each Municipality, and will remit payment to this Firm on behalf of the Municipalities.

Any dispute with respect to legal fees between the Municipalities and the Firm shall, at the election of either party, be subject to arbitration in Maine under the procedures adopted by the Maine Board of Overseers of the Bar or such other arbitration procedure as to which the Municipalities and the Firm may subsequently agree. Any other dispute between the Municipalities and the Firm that arises out of or relates to this agreement or the services provided by the Firm shall also, at the election of either party, be subject to binding arbitration in Maine under the commercial arbitration rules of the American Arbitration Association or such other arbitration agreed to by the parties.

While we cannot accurately predict the time required or the results obtained in this matter, we will keep you apprised of all material developments in a timely manner. We will need your full cooperation and assistance in connection with this matter.

E-mail communication has proven to be a great benefit to most clients. However, we recognize that it is technologically possible to intercept unencrypted e-mail and that there is no guarantee that unencrypted e-mail will remain private. Although we routinely communicate with many clients using unencrypted e-mail, we do not do so if the client has any concerns or instructs us not to do so. Therefore, we ask the Municipalities to consider this issue carefully and advise us promptly if any do not wish to communicate by unencrypted e-mail. If the Municipalities do communicate with us by e-mail, please be advised that the Firm utilizes a "spam filter" to eliminate unwanted or unsolicited e-mail. While we try to ensure that no legitimate messages are removed, the technology will occasionally remove messages that should not have been quarantined. Accordingly, if anyone sends an e-mail message to us and does not hear back from

the recipient within the expected time frame, please call to confirm that the message has been received. Also, please be aware that under Maine's Freedom of Access Act and the Maine Rules of Evidence, any communications, whether by email, posted U.S. Mail or fax, generally are considered public records unless protected by statute, attorney-client privilege or work product doctrine, and that there is only a limited attorney-client privilege for attorney communication with a public officer or agency.

Please also be advised that the Firm has instituted a file retention policy whereby client files ordinarily are held for a period of eight years after they are closed. Unless we receive a request from the Municipalities in writing, after the expiration of this eight-year period, the file in this matter may be destroyed. Regardless of whether or not such a written request is made, the Firm may decide to retain copies of some or all of the documents in the file for the Firm's archival purposes. However, we cannot guarantee that we will preserve copies of any part of the file beyond the expiration of the eight-year period.

As we are not general counsel to any of the Municipalities, our representation of the Municipalities is limited to the Engagement described in this Letter. We reserve the right to represent persons and entities before any of the Municipalities and its boards and commissions on matters unrelated to this Engagement or to other engagements with the Municipalities. Your signature below acknowledges that this Firm may continue to represent or may undertake in the future to represent other clients in any matter that is not substantially related to the matter that is the subject of this Engagement or other engagements with the Municipalities, even if the interests of such clients in these matters are directly adverse to the Municipalities and even if such representations would be concurrent, and constitutes informed consent to such representation.

We have performed a conflict check on the names Mr. Raymond has provided. We believe the Firm is free to undertake this matter. If we discover a conflict after work has begun, the Municipalities agree to use reasonable efforts to help us resolve the conflict to the satisfaction of all parties. We do not check to determine whether other clients of the Firm may take positions on certain issues that may be adverse to or inconsistent with positions the Municipalities may favor respecting that subject matter. The Municipalities' signature below acknowledges and consents to the limited scope of our conflicts check and any issue conflicts.

Any of us may terminate this Engagement at any time for any reason by written notice, subject on our part to our professional obligations to the Municipalities under the applicable rules of professional conduct. Unless previously terminated, our representation of the Municipalities will terminate on our sending the Municipalities our final statement for services rendered in this matter. Unless the Municipalities engage us after termination of this matter, we will have no continuing obligation to represent the Municipalities or advise the Municipalities with respect to future legal developments.

I believe that this Letter summarizes the terms of our Engagement. If any of the Municipalities have any questions, please let me know. So that we may have a record of our understanding,

909

### Perkins Thompson Proposal for Legal Services

The law firm of Perkins Thompson (the "Firm") proposes to provide the following legal services for the municipal clients ("Municipalities") with regard to the Municipal Review Committee, Inc.'s ("MRC") proposed documents for municipal solid waste ("MSW") management and disposal in the manner described below.

- Review of proposed agreement documents prepared by MRC (the "Proposed MRC Documents"), including but not limited to:
  1. Municipal Joinder Agreement and exhibits;
  2. Master Waste Supply Agreement and exhibits;
  3. Development Agreement between MRC and Fiberright, LLC (Feb. 4, 2015);
  4. Site Lease and exhibits;
  5. Articles of Incorporation; and
  6. By laws.
- Review of current solid waste-related documents (the "Existing Agreements"):
  1. Penobscot Energy Recovery Corporation Agreements and amendments, including but not limited to each Municipality's Waste Disposal Agreement, and Second Amended, Extended and Restated Waste Disposal Agreement (if any);
  2. MRC Agreement; and
  3. Amended and Restated Bylaws of Municipal Review Committee, Inc. (Revised as of July 23, 2014).
- Preparation of a written legal review to be provided to each Municipality's legislative body, prepared from the Municipalities' perspective, regarding the following concerns:
  1. The Municipalities' obligations and responsibilities under the Proposed MRC Documents;
  2. MRC's obligations and responsibilities to the Municipalities under the Proposed MRC Documents, whether these differ between "joining" and "member" municipalities, how these differ from MRC's responsibilities under the Existing Agreements, and what the ramifications might be for joining municipalities;

3. Are there any exceptions to the MRC; Municipalities; and joining, member, original charter, amending charter and equity municipalities' obligations?
  4. Explain the meaning and effect of the indemnification and insurance and dispute resolution provisions in the Proposed MRC Documents;
  5. Explain how the Proposed MRC Documents and obligations for joining municipalities affect the Existing Agreements for MRC and equity municipalities;
  6. Outline potential liabilities and options to joining and member municipalities should MRC's proposed Fiberight project fail or not meet expectations;
  7. Identify and describe provisions in the Proposed MRC Documents that would allow a joining or member municipality to terminate the agreements before the termination date and if there are none, should there be?
  8. Identify and describe any provisions in the Proposed MRC Documents that would allow a joining or member municipality to increase or decrease the tonnage of MSW it is required to provide if the municipality deems it necessary to do so, and if there are none, should there be?
- Perkins Thompson shall provide the written legal review to the Municipalities within 30 days of its receipt from the Municipalities of the proposed MRC Documents and the Existing Agreements in digital and hard copy.
  - The attorney primarily responsible for preparation of the legal review is James N. Katsiaficas, Esq.; however, he will be assisted by Business Practice Group attorney Mark P. Snow, Esq. and by other Firm attorneys as needed.
  - Perkins Thompson will bill this matter at the rate of \$225 per hour, which is a discount from Mr. Katsiaficas' and Mr. Snow's standard hourly rate of \$290, and is our special rate for single matter representation of governmental entities.
  - In light of the number of documents to review and compare and their length and detail, an estimate of the amount of time to examine the documents and to draft the legal review document is approximately 40 to 55 hours, at an estimated \$9,000 to \$12,375 cost, plus out-of-pocket disbursements. We will do our best to minimize the cost of this legal review, but these are complex documents to review, compare and describe.
  - We understand that the goal here is to summarize and explain the parties' obligations, liabilities and risks so that the Municipalities can understand those in order to: (1) make informed decisions about entering into the Proposed MRC Documents, and (2) request modifications to the Proposed MRC Documents to address their concerns.

- We will be available for further consultation by the Municipalities, to advise and assist in modifying the Proposed MRC Documents, and/or to attend meeting(s) to discuss this matter at the request of the Municipalities, for the same \$225 hourly rate (plus out-of-pocket disbursements) quoted for preparation of the written legal review.
- Each Municipality will enter into a Joint representation Engagement Letter.



**Penobscot Energy Recovery Company**

P.O. Box 160 • 29 Industrial Way  
Orrington, Maine 04474  
(207) 825 - 4566

ESOCO ORRINGTON, LLC.  
Plant Operator

**MEMORANDUM**

**Town of Hampden  
RECEIVED**

**NOV 30 2015**

**Office of the  
Town Manager**

**FROM:** John Noer  
**TO:** Penobscot Energy Recovery Company Municipal Customers  
**RE:** Concerns about the Municipal Review Committee Municipal Joinder Agreement  
**DATE:** November 25, 2015

\*\*\*\*\*

As the President of Penobscot Energy Recovery Company (PERC), I feel an obligation to share information with you about the Preliminary Draft of the MRC’s Municipal Joinder Agreement, which we recently had an opportunity to review. This agreement would be the basis for your community to become contractually obligated and committed to the Fiberight program.

Regardless of what you have been told, or how you feel about the viability of PERC, you should be very concerned about the terms of this agreement, especially with regard to the loss of local control and your open-ended financial obligations. Please consider these four key points:

**1. You still have guaranteed annual tonnage (GAT) – just by another name**

I understand that each community has been assured that there will be no GAT requirement with the Fiberight program. Although the Joinder Agreement does not use the phrase “guaranteed annual tonnage,” Section 3.3(d)(i) does use the phrase “Delivery Diversion Charges,” which is clearly still a GAT. Furthermore, the Joinder Agreement does not contain a defined process for determining the amount of the charges and gives the MRC full, undefined, and unlimited authority to determine and assess these charges against each community.

**2. You give up local control**

The Joinder Agreement requires that each community delegates and transfers its control over solid waste to the MRC. In essence, your community will have no input as to how your solid waste is disposed of over time. Please, closely read the following provisions in the Joinder Agreement which describe how your municipality will be giving up all decision-making authority and local control to the MRC:

- In Section 3.4, you will be prohibited from initiating any new programs (with a few very narrow exceptions) or expanding existing programs with respect to municipal solid waste and organics without the prior consent of the MRC.
- Section 4.1 of the Joinder Agreement allows the MRC to assess tipping fees for the disposal of municipal solid waste with no provision for any type of process for determining the amount, from time-to-time, of those tipping fees. You will have no input on the amount of your tipping fees. Therefore, in addition to the existence of a GAT/Delivery Diversion Charge in Section

3.3(d)(i) of the Joinder Agreement, the MRC is also given complete and unfettered authority and control over the determination and the assessment of tipping fees.

- In Section 4.3(a), the management of any and all rebate provisions under the Joinder Agreement are reserved totally to the MRC.
- In Section 5.1, there is a complete and total delegation of authority to the MRC to manage the entire solid waste system.
- In Section 5.2, all communities are being required to ratify and accept the MRC's Articles of Incorporation and Bylaws as those documents presently exist and as they may be amended in the future – a process in which you will have no input.
- Section 6.1 provides that each municipality will give up any right to contract for, or make arrangements for the transportation of their municipal solid waste which authority is completely reserved to the MRC.

### 3. You lose all your money

Section 7 provides total authority and authorization of the MRC to retain all existing funds (approximately \$24 million) which have accumulated in various accounts, including the Tipping Fee Stabilization Account, under the existing PERC LP Agreement. Furthermore, the MRC has total discretion as to how to utilize these funds. This is your money and you are being asked to let the MRC to keep the entire \$24,000,000 and use these funds however it wants to.

### 4. You have no legal recourse

Exhibit C to the Joinder Agreement requires that each municipality deliver to the MRC a legal opinion stating that its delegation of legal authority to the MRC is enforceable, meaning that it can't be challenged in the future. This opinion must be issued by your legal counsel or through the "acceptance of a blanket legal opinion from Eaton Peabody." Since Eaton Peabody is counsel for the MRC (and not each community), this seems to raise a clear conflict of interest situation.

I understand that municipalities are under considerable pressure to sign the Joinder Agreement. However, I believe that the issues that I have described above are important ones that you need to consider carefully. At the very least, I urge you to seek your own independent, unbiased legal analysis of the Joinder Agreement and how it will impact your community's finances and future waste management program for many years to come.

In the next few days, PERC will be sending you a revised agreement and an exciting new waste disposal option. Before you sign anything, please compare what the MRC has put in front of you with the options we will be offering. Whatever you decide, you will be making a long-term commitment for your community and you owe it your taxpayers to make an informed choice.

----- Forwarded message -----

From: **Municipal Review Committee** <[municipal.review.committee1@gmail.com](mailto:municipal.review.committee1@gmail.com)>

Date: Tue, Dec 1, 2015 at 4:14 PM

Subject: Recent Mailing by PERC's General Partner

To: [info@hampdenmaine.gov](mailto:info@hampdenmaine.gov)

---

To: MRC Member Communities

The MRC Board wants to thank member communities for sharing the recent mailing sent by PERC's General Partner John Noer regarding the MRC draft waste disposal agreements. Mr. Noer's memo contains numerous misconceptions, and we welcome the opportunity it provides to address and clarify several key points regarding MRC's proposal.

#### We Are All MRC

First and foremost, we remind members that the MRC is you-an organization run by and for member communities. MRC's strength comes from communities working together to manage MSW on a regional scale. Our Board is made up of municipal officials and those with a deep experience with local issues. Our meetings are open to the public and decisions are made at those meetings - not in a private board room. The MRC Board has no desire or intent to alter the basic role the MRC has played facilitating waste disposal for communities since 1991. We asked for and have heard your comments and concerns on the draft agreements and are working to clarify issues of structure and control to ensure MRC remains an organization of the people, by the people and for the people with proper checks and balances.

#### Tonnage

Make no mistake, all waste processing facilities, including PERC and the MRC / Fiberright project, require a certain minimum amount of waste to be economically viable. In the Master Waste Supply Agreement between MRC and Fiberright, the Delivery Commitment is 150,000 tons of MSW per year, which will be met collectively by waste deliveries from Joining Members and other sources. In developing this approach, MRC's goal was to insulate members from community specific tonnage guarantees, which in current PERC contracts act as a disincentive to increased recycling and other waste reduction efforts. By pooling tonnage, setting the delivery commitment well below the current GAT and by including other mitigating factors, this contract structure greatly reduces risk of penalties for future waste delivery shortfalls. Importantly, it is our collective tonnage that gives the MRC community this strength.

It is worth noting that PERC requires 300,000 tons of waste annually to run efficiently, upwards of one-third of which is obtained from out of state. With MRC members generating about 180,000 tons of MSW per year, the MRC / Fiberight project is sized to meet the needs of our region and does not require-and in fact prohibits-use of waste generated out of state.

#### Local Control

Mr. Noer is mistaken in his characterizations regarding MRC's role. The need for local control has been ever present in our negotiations with Fiberight and its investors. The MRC's goal is to preserve and enhance local control while at the same time providing a regional, member-led structure to manage waste disposal for over one-third of Maine's communities. We have heard members' concerns and references to "prior consent of the MRC" have been removed. Please be confident that, at all steps, members have and will continue to enjoy input in the process.

#### Reserves

As it does now, the MRC proposes to continue to manage existing funds in the name of Equity Charter Members. These funds will benefit and be returned to Charter Members through a variety of mechanisms, including lower tip fees, enhanced rebates, equity stake in the project site and cash distributions.

#### The Risk of the PERC Alternative

The MRC/Fiberight project involves an element of risk, but much less risk than any of the alternatives, including staying with PERC. The bottom line is that the alternative to the MRC proposal is a PERC operation in which municipalities will bear much greater risk and much higher disposal costs. They will also be beholden to various private sector partners looking to maximize their return on investment. The fact of the matter is that, no matter how shiny its "exciting new option" may appear, the PERC proposal will be developed and implemented solely by profit-seeking entities and will allow no role for MRC oversight or advocacy on behalf of local interests. To whom would you rather entrust your long term waste disposal needs?

The MRC Board wishes to thank you all for the valuable feedback on the draft waste disposal agreements. The MRC Board has been hard at work incorporating your feedback, and they are on track to have revised draft agreements available in advance of the upcoming annual meeting to be held at the Cross Center on December 16 beginning at 3 PM.

We look forward to seeing you at the annual meeting to discuss the draft agreements and the next steps to ensure that our mission of affordable, environmentally sound disposal of MSW for the long term will continue well beyond 2018.

Respectfully,

The MRC Board of Directors

---

[Join Our Mailing List!](#)

---

Follow us on 

[Check out our YouTube Page](#)

Like us on Facebook 

Article Headline

Place article copy here. Be sure to make the articles short and concise as people tend not to read much more than a couple of paragraphs.

Text Link

**[Forward this email](#)**

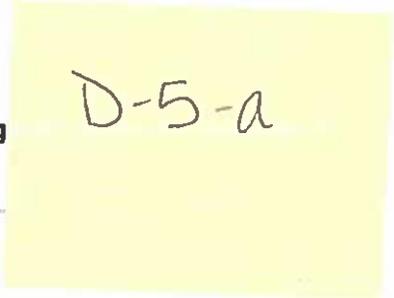
This email was sent to [info@hampdenmaine.gov](mailto:info@hampdenmaine.gov) by [municipal.review.committee1@gmail.com](mailto:municipal.review.committee1@gmail.com) | [Update Profile/Email Address](#) | Rapid removal with [SafeUnsubscribe™](#) | [About our service provider.](#)



Municipal Review Committee | 395 State Street | Ellsworth | ME | 04605



Angus Jennings <townmanag



**Fwd: Shed quote**

1 message

Sean Currier <publicworks@hampdenmaine.gov>

Wed, Oct 7, 2015 at 8:13 AM

To: David Ryder <rydertowncouncil@hampdenmaine.gov>, Angus Jennings <townmanager@hampdenmaine.gov>

Please see the attached quote. The building they have in stock is all steel and ready for delivery. I believe our cost (no tax and the 200 off) would be approx. \$4800 including delivery. The other place I rec'd a quote from was very close to this price but a 4-5 week wait time. Second quote attached is for a wood sided building not steel and would also be 4-5 weeks out.

Should we proceed and where would the building funding come from?

Thanks,

Sean

Sean Currier  
Public Works Director  
Town of Hampden  
106 Western Avenue  
Hampden, ME 04444  
(207)862-3337

----- Forwarded message -----  
From: Ed and Joan Lukacik <topnotchlx@hotmail.com>  
Date: Tue, Oct 6, 2015 at 2:04 PM  
Subject: Shed quote  
To: "publicworks@hampdenmaine.gov" <publicworks@hampdenmaine.gov>

Sean Currier:

I have attached the shed we discussed that we have in stock. This shed is a year and a half old hold over; therefore we can discount \$200.00 off the listed price on the invoice. This shed can be delivered as soon as you are ready for it.

I have also attached a quote for our standard 12/16 Aframe with a roll up 6' x 6'6" door. This one we would have to build for you with a 5 week lead time. It takes 4 weeks to get the roll up door.

Look them over. Let us know how we can get you into a shed.

Joan

Ed's Sheds

Office 207-738-5315, cel 794-5121

---

**2 attachments**



**Hampden quote in stock 12 16 all steel.docx**  
130K



**Hampden quote 12 16 AF.docx**  
60K

**ED'S SHEDS**  
 Office: 223 Danforth Rd  
 Carroll Plt, Me 04487  
 Office/Sales 207-738-5315

Showroom: 20 Access Rd, Chester, Me  
 2171 Broadway, Bangor, Me

Cel: 207-794-5121/ 207-794-5021

Customer Name:  
 Address:  
 Phone #:

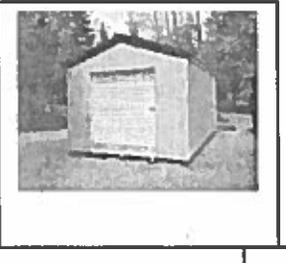
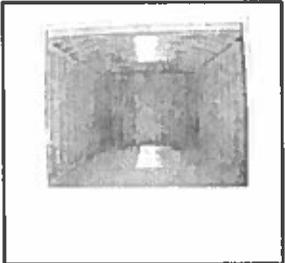
ORDER DATE:  
 APPROX DELIVERY DATE:  
 PID # 14AF3

MODEL	SHED COLOR	ROOF
12/20 Aframe	Grey- Steel	Steel- Ivy Green

DESCRIPTION:	
12/20 AFRAME	\$3580.00
Smartside Siding	
5 4" x 4" Pressure Treated Skids	
2" x 4" Construction 16" oc	
Vented	
Steel Sided	537.00
10' Skylite	125.00
6' x 6'5" Roll up door	550.00

Warranty- We stand behind our buildings.  
 They carry manufacturers' warranty on the following: 30 yrs shingles,  
 50 yrs paneling, 25 yrs steel roofing.; Garages- 50 yrs flooring  
 & 25 yrs floor joists (option on all other buildings) ).  
 Building placed on non-recommended base voids warranty.

SUB TOTAL	\$4792.00
Sales Tax (5.5%)	<u>263.56</u>
Total	\$5055.56
Delivery Fee	
<b>INVOICE TOTAL</b>	



Comments: Delivery Directions

Ed's Sheds is not responsible for any building permits required by the town. We recommend our buildings be placed on a level, compacted gravel base or concrete slab. Deliveries- we are not responsible for any tree cutting or removal of anything in order to place the building in its desired location; nor any damage to any shrubs, grass, etc. There may be an additional charge of \$50.00 per half hour if we are on sight more than 1 hour. Custom built buildings require a 50% non-refundable deposit.

**TOWN OF HAMPDEN**  
IN THE TOWN COUNCIL

D-5-b

**Order 2015-03**  
**Adoption:** \_\_\_\_\_

**ORDER ESTABLISHING LIMITATIONS ON FUNDRAISING  
AT THE TOWN TRANSFER STATION**

**ORDERED**, that, in order to minimize potential danger or inconvenience associated with internal traffic circulation, fundraising activities shall not be permitted within the fenced-in portion of the Town of Hampden Transfer Station.

Fundraising activities on the Transfer Station property, but outside of the fenced-in portion, may be authorized by the Director of Public Works on a case by case basis for one or more specified date and time, provided that:

1. any such request is received in writing at least five (5) days prior to the requested activity; and
2. any such request specifies the number of participants in the requested fundraising activity, and the manner of proposed fundraising (i.e. signage, table set up, if any, etc.).

Any authorized fundraising activity shall be subject to whatever restrictions on location or otherwise that the Director deems to best protect public safety and convenience.

This Order shall remain in effect until rescinded by the Town Council.

Town Clerk:

ORDERED by a majority of the Town Council:

\_\_\_\_\_  
Denise Hodsdon

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D-5-C

David I. Ryder (Mayor, Dist. 4)  
Stephen L. Wilde (1)  
Dennis R. Marble (2)

**TOWN OF HAMPDEN**  
IN THE TOWN COUNCIL

Terry McAvoy (3)  
William W. Shakespeare (A/L)  
Gregory J. Sirois (A/L)

Adoption: \_\_\_\_\_, 2015

**MAILBOX POLICY FOR THE TOWN OF HAMPDEN**

**ORDERED**, that the Town Council hereby approves a Mailbox Policy for mailbox installations within the right-of-way of Hampden's public streets.

For convenience and practicality, mailbox installations are allowed within the right-of-way of Maine's public highways; however such installations have two conditions:

- 1) The mailbox must be installed in accordance with applicable standards (See Attachment) to ensure that mail can be delivered and that the mailbox does not create an obstacle or safety hazard to those that use or maintain the highway, and
- 2) The mailbox is installed entirely at the owner's risk. In other words, if the mailbox incurs damage during any sort of highway operations or maintenance, the property owner is not entitled to replacement or compensation. In fact, if the mailbox was not installed in accordance with the applicable standards as stated above, the owner may be held liable for injuries or damages that may have been incurred as a result.

Mailbox design and installation standards are available from several sources, and mailbox owners are expected to consult this information prior to undertaking any mailbox installation or replacement. The following standards have nationwide relevance and were developed in cooperation with one another:

- The United States Postal Service (USPS) Mailbox Guidelines. The USPS defines the standards for mailbox construction, as well as the placement tolerance that must be met to accommodate postal operations. Specifics may be obtained from your local post office or online at:  
<https://www.usps.com/manage/know-mailbox-guidelines.htm?>
- American Association of State Highway and Transportation Officials (AASHTO) Roadside Design Guide. The AASHTO Roadside Design Guide, Chapter 11: *Erecting Mailboxes on Streets and Highways* deals with the safety and construction of privately owned mailboxes, mailbox supports, and mailbox turnout designs and is less focused on postal operations. This publication may be obtained online through the AASHTO Bookstore at:  
[https://bookstore.transportation.org/Item\\_details.aspx?id=1807](https://bookstore.transportation.org/Item_details.aspx?id=1807)

The Town of Hampden has developed this policy to promote compliance with these national standards and to help further clarify the expectations and responsibilities of Maine mailbox owners to improve the safety of our roads.

The attached pages further specify the details associated with the mailbox height, location, offset, and post type to minimize the potential hazards associated with mailbox installations and to reduce the opportunities for damage to mailboxes.

**NOTICE: Mailboxes, attachments or support systems not consistent with this policy are considered “Deadly Fixed Objects” (aka. “DFOs”) and are in violation of 23 MRSA §1401-A on state and state aid roads. On local roads, they can be considered as “obstructions” and a number of statutes relate to these obstructions. ~~As such, when these installations are recognized by the municipality, the owner will be informed of the hazard and immediate removal will be requested. If the property owner does not comply with this request, the municipality may elect to remove the installation and seek reimbursement from the property owner for all costs incurred.~~ If a mailbox was not installed in accordance with the applicable standards and is deemed to be an obstruction, the owner may be held liable for injuries or damages that have been incurred as a result.**

Town Clerk:

APPROVED by a majority of the Town Council:

\_\_\_\_\_  
Denise Hodsdon

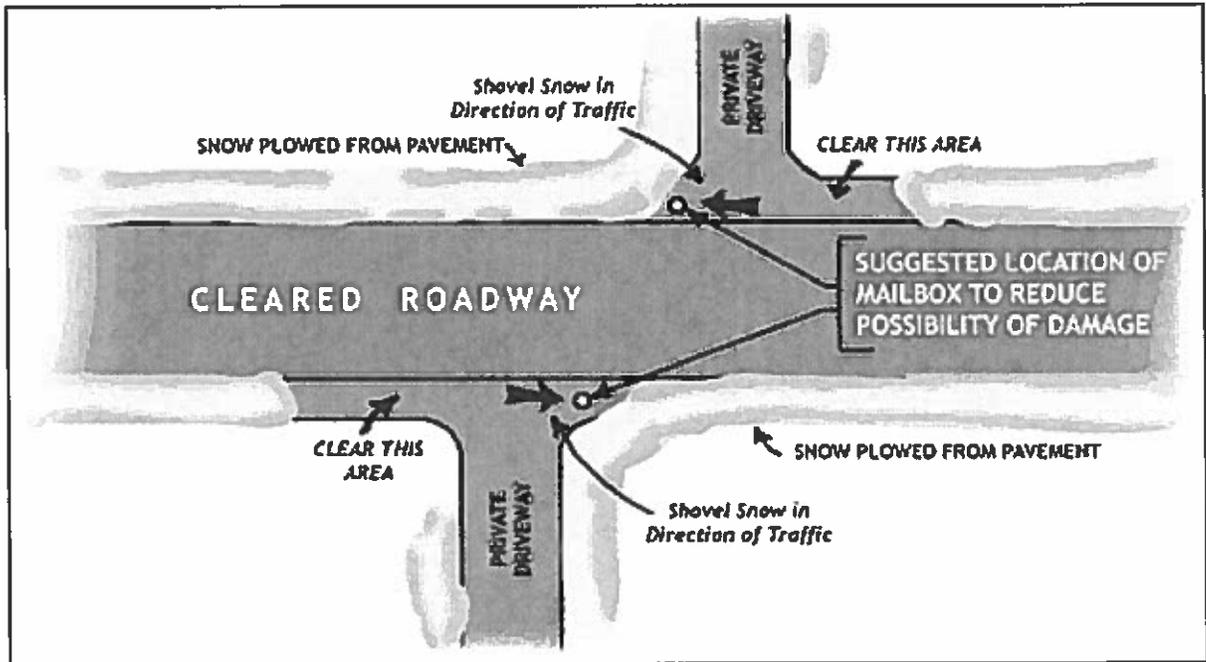
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attachment: Mailbox Installation Standards – General Location; Mailbox Support Design; Offset; Height; and Post Size, Type and Embedment

## Attachment to Town of Hampden Mailbox Policy: Mailbox Installation Standards

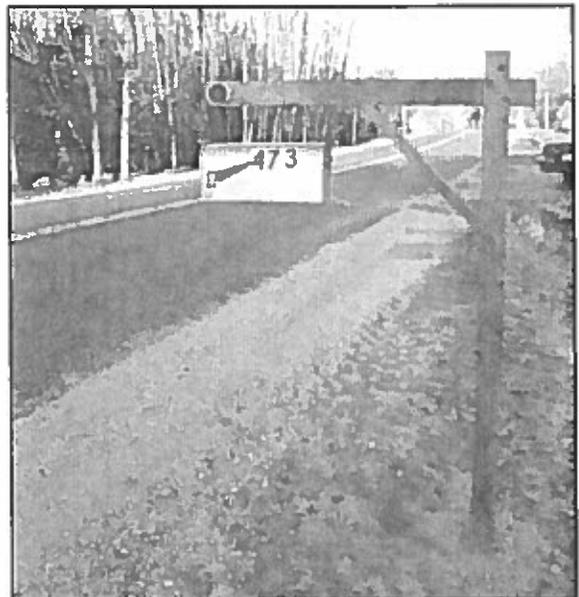
### General Location:

Whenever possible, mailboxes should be located after your driveway opening. This location placement improves visibility, minimizes the amount of snow that comes off of the snow plow, and improves the approach for the mail carrier. The diagram below further clarifies this preferred placement:



### Mailbox Support Design:

It is best to use an extended arm type of post with a free-swinging suspended mailbox. This allows snowplows to sweep near or under boxes without damage to supports and provides easy access to the boxes by carrier and customers. The picture to the right shows a free-swinging suspended mailbox:



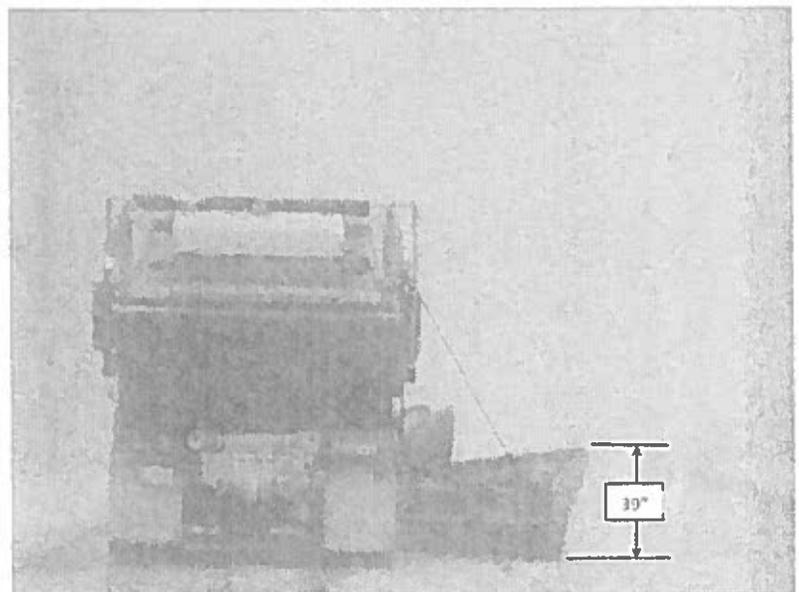
**Offset:**

Mailboxes should be set back from the edge of the shoulder – regardless of whether the shoulder is gravel or paved. In other words, the face of the mailbox should be at least **one foot (1')** back from the edge of the normally plowed surface of the highway or the face of curb. Greater offset distances are encouraged whenever possible to allow the mail carrier to get further out of traffic and to minimize potential damage to your mailbox. The following picture shows a mailbox with a reasonable offset:



**Height:**

According to USPS standards, a mailbox must be installed with the bottom of the mailbox located between 41" and 45" high above the surface of the highway shoulder. We recommend that this height be closer to the 45" measurement to minimize conflict with the height of the plow truck wing when snow is being pushed back during, or between, winter storms. The picture to the right further clarifies the height considerations:



### **Post Size, Type and Embedment:**

Mailbox posts must be sturdy enough to hold up the mailbox in all types of weather conditions. However they cannot be so rugged that they present a hazard to vehicles that inadvertently leave the road. If a mailbox support is struck by a vehicle, it must easily break away. Therefore, the following types of posts are acceptable:

- **4" x 4" wooden posts** embedded 2 feet into the ground. Larger wooden posts may be used only if the post is drilled through with an appropriate spade bit to create a shear plane that is no higher than 6" above the surface of the surrounding ground. The number and size of the drilled holes depends upon what is necessary to bring the cross-section of the larger post down to the equivalent cross-sectional area of a standard 4" x 4" post. (MaineDOT Standard Specification 606.06)
- **1" to 2" round diameter steel or aluminum pipe or standard U-channel post** embedded 2 feet into the ground.
- **Unacceptable** mailbox supports include: anything that is filled with concrete, masonry and stone structures, heavy steel structures, and most objects that were intended for other uses (e.g. antique plows, I-beams, and various other household tools and objects).

**TOWN OF HAMPDEN**  
IN THE TOWN COUNCIL

**Adoption:** \_\_\_\_\_

**DECLARATION OF SURPLUS PROPERTY**

**DECLARED**, that the floats at the Town of Hampden Turtle Head Marina Park which are owned by the Town of Hampden (see exhibits, attached) are hereby found to be surplus. As surplus property, these floats are found to be not needed at present, or for the foreseeable future, and are no longer of value or use to the Town.

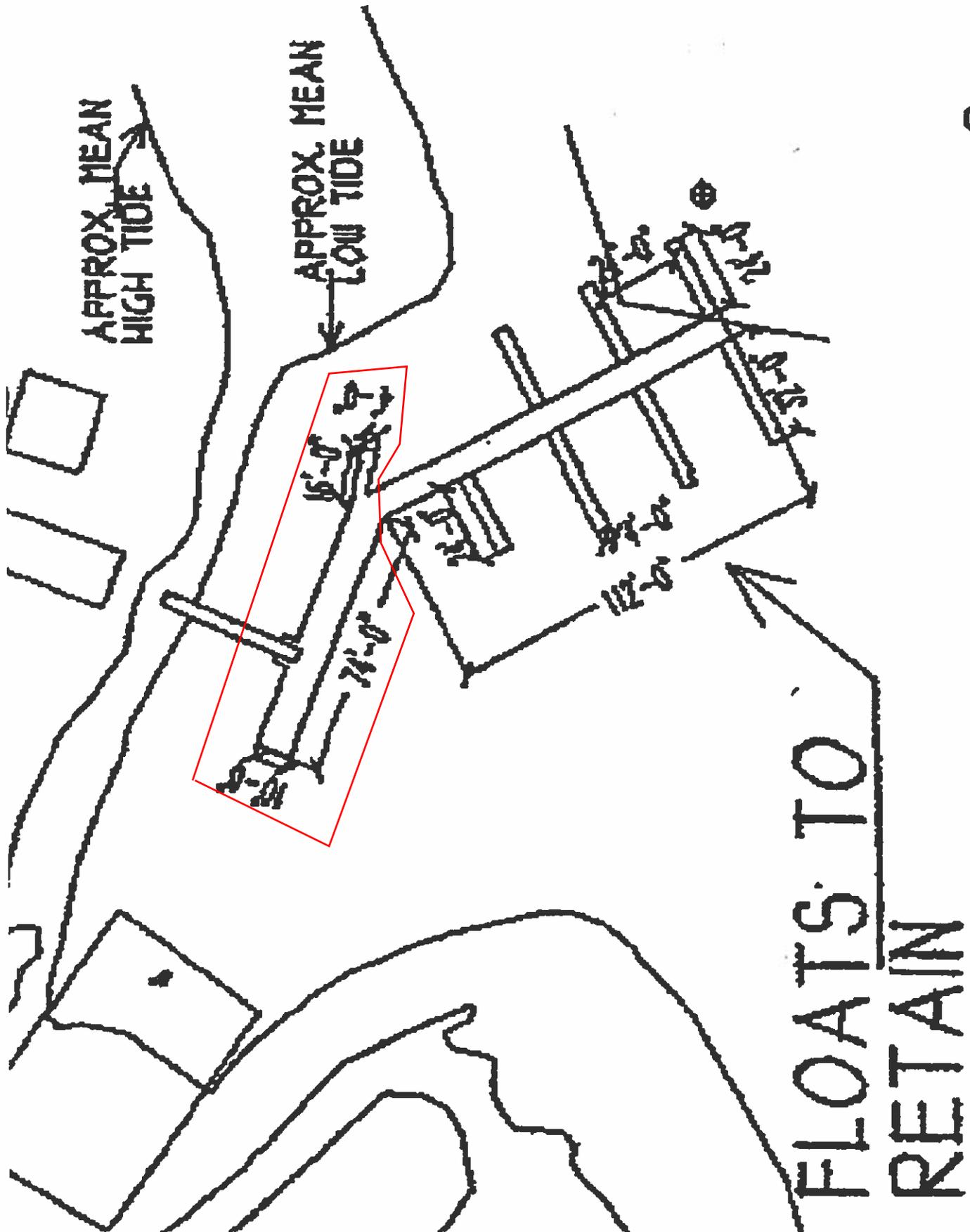
The Town Council hereby authorizes the Town Manager to dispose of the floats pursuant to Item 5 of the Town of Hampden Bid Procedure Guideline or, if no party is interested in taking ownership of the floats, to discard the floats in a suitable manner.

Town Clerk:

DECLARED by a majority of the Town Council:

\_\_\_\_\_  
Denise Hodsdon

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Floats at Town Turtle Head Park Marina





Angus Jennings <townmanager@hampdenmaine.gov>

---

## Re: Hampden Marina Meeting

1 message

---

Dean Bennett <economicdevelopment@hampdenmaine.gov>

Mon, Nov 2, 2015 at 7:43 AM

To: Angus Jennings <townmanager@hampdenmaine.gov>

Angus,

I contacted Doug Beck on October 13th at the DEP. Doug has replaced Mick Rogers with whom we coordinated the Conversion Application process years ago. Doug has researched the files and has concluded as I that we have no obligation for a dock at the public landing. Our obligation for a parking lot and ramp have been met and we are in compliance with our obligations to the State and National Park Service.

Our ongoing obligation is to maintain these facilities in support of the public access they provide.

Dean

Dean L. Bennett  
Director of Community and Economic Development  
106 Western Avenue  
Hampden, Maine 04444  
[207-862-3034](tel:207-862-3034)

**A reasonable effort will be made to respond to all emails received in a timely manner. Please note that all emails sent from or coming to this address are considered a public document and are subject to the State of Maine Freedom of Access Law.**

On Thu, Oct 29, 2015 at 5:51 PM, Angus Jennings <[townmanager@hampdenmaine.gov](mailto:townmanager@hampdenmaine.gov)> wrote:

Sean, let me know if you can make the meeting time below as we're going to talk over the options relative to the floats and the ramp. I spoke with Dan on Tuesday and advised him of the Council's direction at Monday's meeting that public funds wouldn't be available to replace the floats. It's our hope that the private parties will take over this cost and responsibility.

Dean, if you're available we can also take the opportunity to advance the signage conversation. I'd also like you to look into the grant materials that supported the Turtle Head improvements as I suspect there may be an ongoing obligation on the town to provide public access as a result of having accepted federal funds. This may apply only to the ramp, or also to the floats, but I'd like to do some additional research on this specific question prior to seeking an opinion from the town attorney.

Thanks -

----- Forwarded message -----

From: **Dan Higgins** <[dhiggins@hamlinsmarina.com](mailto:dhiggins@hamlinsmarina.com)>  
Date: Thu, Oct 29, 2015 at 5:04 PM  
Subject: Hampden Marina Meeting  
To: [townmanager@hampdenmaine.gov](mailto:townmanager@hampdenmaine.gov)

Angus,

Please confirm that Thursday November 5<sup>th</sup> at 3:00 PM at the marina works with your schedule to meet up

with McLaughlin's at the Marina.

## Dan Higgins

General Manager

Hamlin's Marina

(207) 907-4385 ext. 101

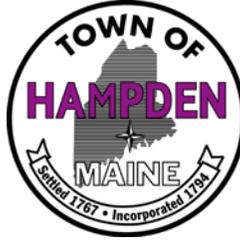
--

Angus Jennings  
*Town Manager*

*Town of Hampden*  
*106 Western Avenue*  
*Hampden, ME 04444*  
*(207)-862-3034*  
[townmanager@hampdenmaine.gov](mailto:townmanager@hampdenmaine.gov)

Under Maine's Freedom of Access ("Right to Know") law, all e-mail and e-mail attachments received or prepared for use in matters concerning Town Business or containing information relating to Town business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law. If you have received this message in error, please notify us immediately by return email. Thank you for your cooperation.

**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: December 3, 2015  
RE: Recommended expenditure of "surplus" monies for cruiser replacement<sup>1</sup>

---

In working with the Auditor in recent weeks to review the preliminary FY15 audit, Finance personnel Tammy Ewing and I have identified an item that requires Council action.

As you know, the Town in recent years has routinely budgeted ~\$15-17,000/year to support the purchase of a new police cruiser every two years. These funds have typically been budgeted in the Public Safety Department. As such, in order for such funds to be available for use in a subsequent fiscal year they must be formally carried forward (with such carry-over reflected in the year-end audit).

When the new police cruiser (2016 Chevy Tahoe) was purchased on September 30, 2015, we paid the vendor \$33,345.46. We used \$30,000 from the 1-505-00 designated fund account and \$3345.46 from the Reserve Police Cruiser account. We had erroneously thought that the \$15,000 from FY14 had been carried forward and that the \$15,000 from FY15 had also been carried forward to the current fiscal year's designated fund account.

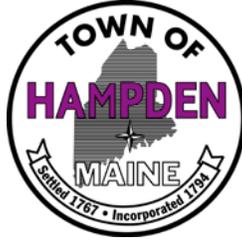
We have since learned from the auditor that the unexpended \$15,000 cruiser replacement line item from FY14 was never carried forward and, as with any unexpended monies not carried forward, was instead put into the "surplus" account. Because the FY15 is not yet final, we were able to carry forward the unexpended \$15,000 from FY15 (cruiser replacement) so we can use that money to correct the accounting. However, Council approval is required to use "surplus" money of FY14 funds. With the Council's approval to use \$15,000 "surplus" money from FY14, we can make the adjustments in our software to fully reconcile accounting for the purchase.

In the future, we will recommend that the Council budget for the cruiser replacement (and other such items) by funding a reserve account (3-753-00) so that year-to-year carry-forwards will not be necessary. This will eliminate the potential for such situations to arise in the future.

---

<sup>1</sup> For the record, we do not consider any public monies "surplus" – as we know you do not – but this is the term used by the auditors...

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



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

## STAFF MEETING AGENDA

Tuesday, December 01, 2015 at 10:30 AM

- I. Welcome and introductions
- II. Personnel Updates
  - a. Annual Open Enrollment Period Ends December 15: MMA Health, Dental, Vision, Income Protection; Aflac; Colonial Life
  - b. Health insurance rate increases will go into effect January 1, 2016. Withholdings will be adjusted accordingly. Contact Tammy with any questions.
  - c. Annual Personnel Evaluations
- III. Personnel Policies
  - a. Required Trainings – schedule TBD.
  - b. Personnel Rules and Policies Ordinance/Handbook (on Town website)
  - c. Changes to Rules and Policies will be under consideration in coming months. Review carefully and provide any suggestions to Angus or Tammy.
- IV. Operational Updates
  - a. New Town Attorney – Rudman Winchell, Bangor (Ed Bearor, lead attorney)
  - b. Public Safety Access Protocols – under review to ensure regulatory compliance.
  - c. Communications: Town notifications (i.e. weather, personnel). Email / text message alerts – working to ensure notification protocols in place.
  - d. Purchase Orders required for purchases over \$750. (Bid Procedure Guidelines on Town website)
- V. Town Budget and Capital Planning Process and Timeline
- VI. Upcoming Events
  - a. Retirement Party, Dennis Babcock, Thursday 12/3 from 1:30 – 2:30 PM.
  - b. Kiwanis Club Christmas Tree Lighting, Sunday 12/6 at 4:30 PM, Public Safety Community Room
  - c. Town employee Christmas Party – Tuesday, December 15, 11:30 AM – 1:30 PM. Town Council Chambers. Potluck – sign up in Administration office.
- VII. Open Forum – Questions, Comments, Suggestions