



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

OCTOBER 6, 2014

7:00 P.M.

- A. PLEDGE OF ALLEGIANCE
- B. CONSENT AGENDA
 - 1. SIGNATURES
 - 2. SECRETARY'S REPORTS
 - 3. COMMUNICATIONS
 - a. Penobscot County Commissioners – Municipal Review Committee Nomination
 - b. Hampden Garden Club – Thank You
 - c. Hannaford Supermarket & Pharmacy – Renewal of Victualers License
 - d. Chris Packard – Email re Bog Road Boat Launch and Land for Maine's Future Grant
 - 4. REPORTS
 - a. Bangor Humane Society Stray Animal Report – August 2014
 - b. Department Monthly Reports – August & September 2014
- C. PUBLIC COMMENTS
- D. POLICY AGENDA
 - 1. NEWS, PRESENTATIONS & AWARDS
 - 2. PUBLIC HEARINGS
 - 3. NOMINATIONS – APPOINTMENTS – ELECTIONS
 - 4. UNFINISHED BUSINESS
 - a. Proposed Amendment to Town Charter – Article II Section 211 Procedure – Councilor Brann
 - b. Zoning Ordinance Text Amendment – Article 4.6 Rural Cluster Housing Open Space Exception – Introduction for Public Hearing

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

5. NEW BUSINESS

- a. Proposed Amendments to Business Park Covenants – Introduction for Public Hearing on November 17, 2014
- b. Application for Renewal of Liquor License received from Country Meadow, Inc. d/b/a Pizza Gourmet at 60 Main Road North
- c. Robo Calls of 9/30/2014 – Councilor Brann
- d. Vote of Confidence – Mayor – Councilor Brann

E. COMMITTEE REPORTS

F. MANAGER'S REPORT

G. COUNCILORS' COMMENTS

H. ADJOURNMENT

B-3-a

STATE OF MAINE
COUNTY OF PENOBSCOT
COURT OF COUNTY COMMISSIONERS



PETER K. BALDACCI
THOMAS J. DAVIS
STEPHEN S. STANLEY

BANGOR, MAINE
(207) 942-8535

William Collins, County Administrator

COURTHOUSE
97 Hammond Street – Bangor, Maine 04401-4998

November 16, 2014

Dear Municipal Officials,

The Municipal Review Committee has recently invited member communities to submit nominations for service on the MRC Board of Directors. Candidates elected will serve a three-year term from January 1, 2015 through December 31, 2017. The MRC is currently experiencing challenging times with the volume of work associated with the Post 2018 planning process and they will need dedicated individuals to assist with the many aspects of the organization's business.

Penobscot County's Unorganized Territory Administration Director, Barbara Veilleux has expressed her interest in serving on the MRC Board. Barbara has worked on solid waste issues in the UTs for 18 years and in an effort to learn as much as possible about the Post 2018 planning options, she has recently become very involved in MRC activities. Her objective is to keep solid waste disposal rates affordable for all MRC communities while simultaneously setting the highest possible standards under Maine's solid waste hierarchy. Although Barbara realizes there may be more challenging days ahead for the MRC, she is excited to be part of an organization that she believes could become the leader of solid waste management in the State of Maine.

The Penobscot County Commissioners are offering their full support of Barbara's nomination. We hope you will join us by offering your support during the annual election in October.

Respectfully,

Thomas J. Davis, Jr.

Peter K. Baldacci

Laura Sanborn

B-3-b

September 25, 2014

The Hampden Town Council
106 Western Avenue
Hampden ME 04444

Dear Council Members:

The members of the Hampden Garden Club would like to thank you for your appropriation of \$1000 in the 2014 budget for the garden club. We take pride in our work maintaining the town gardens and historic Harmony Hall, and very much appreciate your support.

Sincerely,

 *Ellen Pariser*

Pat Kerfoot and Ellen Pariser, co-presidents
Hampden Garden Club

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 833-3333
Fax: (207) 833-3333
email: info@hampdenme.org

B-3-C

September 24, 2014

Jane Goulet
Hannaford Bros. Co.
145 Pleasant Hill Rd.
Scarborough, ME 04074

RE: Hannaford Supermarket & Pharmacy #8417

Dear Jane:

Your application for renewal of your Victualer's License has been approved. Accordingly, I am enclosing the license, which under Section 5.A of the Town of Hampden Victualer's Ordinance, must be displayed in a place within the establishment where it can be readily viewed by any member of the public.

Please call if you have any questions.

Sincerely,

Denise Hodsdon, CMC
Town

Enclos:

VICTUALER'S LICENSE CERTIFICATE

No. 15

MUNICIPALITY OF HAMPDEN, MAINE

To all whom these presents may concern: Date: September 24, 2014

KNOW YE, that Hannaford Bros. Co.

doing business as Hannaford Supermarket & Pharmacy #8417

has been duly licensed as a Victualer at 77 Western Avenue

in the Municipality of Hampden by said Municipality until October 23, 2015,

and has paid to the Municipal Treasurer the fee of \$ 50.00.

Authorized Municipal Officer CODE ENFORCEMENT OFFICER



B-3-d

Susan Lessard <manager@h

Bog Road Boat Launch and Land For Maine's Future Grant

1 message

Chris Packard <cspackard@gmail.com>

Mon, Sep 22, 2014 at 10:45 AM

To: lawlistowncouncil@hampdenmaine.gov, Susan Lessard <manager@hampdenmaine.gov>, Robert Osborne <planner@hampdenmaine.gov>, siroistowncouncil@hampdenmaine.gov, shakespearetowncouncil@hampdenmaine.gov, ydertowncouncil@hampdenmaine.gov, mcpiketowncouncil@hampdenmaine.gov, dupreytowncouncil@hampdenmaine.gov

Greetings Council Members, Ms. Lessard, and Mr. Osborne,

I am a resident of Hampden at 1014 Western Ave. For many years my family and I have enjoyed using the open to the public private boat launch on Bog Rd. It provides excellent access to the Soudabscook Stream and the only decent access to Hammond Pond. I recently noticed that this lot and the adjoining 120 acres was put up for sale. The property has several man made ponds and Hermon Pond shorefront as well. I am very sadden by the prospect of loosing this public access to Hampden's waters. This boat launch is a greta resource for residents and a true asset to the town.

I'm not sure of the appropriate pathway that this project might take but would love it if the town would investigate the acquisition of this resource for the public good. I would also be willing the help in any process of saving this unique resource for the town. I think the property would make an excellent park as well as boat launch and I think it has an excellent chance of being a successful candidate for funding under the state funded, Land For Maine's Future Conservation and Recreation Land's program (<http://www.maine.gov/dacf/lmf/>).

In 2010 I first contacted the program about this property as a preliminary inquiry and found out that it would not qualify for the LMF IF&W Water Access grant because both Hermon Pond and Hammond Pond are warm water fisheries and not managed cold water fisheries, at that time the IF&W recommended that I contact the Dept. of Forestry/Conservation about this project. I did not as the land was not yet for sale and under the program it only works with willing sellers. The lot I originally investigated as Map 11, Lot 010 (see map), but for the recreation and conservation lands program we might want to consider the entire 120 acres.

The property listing can be viewed here:

<http://www.trulia.com/property/3165247570-217-263-Bog-Rd-Hampden-ME-04444>

I hope that you will agree that this property is worth saving. I hope the council or conservation commission might consider the project.

Thanks,
Chris Packard
1014 Western Ave
Hampden, ME 04444

 CPackard_BogRdArea-1.pdf
966K

Bangor Humane Society
 693 Mt. Hope Avenue
 Bangor ME 04401

B-4-a

Town of Hampden
 Attn: Susan Lessard
 106 Western Avenue
 Hampden ME 04444

Stray Animal Statistics, August 2014

Type Of Animal	Stray Animals Released To BHS By Owners	# Animals Received	# Animals In Holding From Previous Months	# Adopted	# Euthanized	# Reclaimed	# Animals Currently In Holding
Dog	0	0	0	0	0	0	0
Puppy	0	0	0	0	0	0	0
Cat	0	0	1	0	0	0	1
Kitten	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0

Reasons for Euthanasia

DOGS	0	
PUPPIES	0	
CATS	0	
KITTENS	0	

Animals Returned to Owner

Owner's Name	Address	Impound Fee	Animal	License Info	Reclaim Date

August 2014

0	animals brought to us by private citizens
0	animals brought to us by the ACO
0	animals brought to us by the police department

B-4-b

TO: Hampden Town Council
FROM: Sue Lessard, Town Manager
DATE: October 02, 2014
RE: Department Reports – August & September 2014

The purpose of this memo is to transmit the monthly reports of the Town's Departments. Some include both August and September and others are just August and September will be provided by the next meeting.

Administration
Town Manager
Code Enforcement
Assessing
GIS/IT
Economic Development Director
Public Works
Public Safety
Edythe Dyer Library
Recreation Department

Please feel free to contact me with questions or suggestions for changes in the type/format of information submitted.

ADMINISTRATION MONTHLY REPORT – August 2014

VEHICLES REGISTERED	739
BOATS REGISTERED	19
ATV'S REGISTERED	21
SNOWMOBILES REGISTERED	00
DOGS LICENSED	09
TRANSFER STATION DECALS SOLD	93
VITAL RECORDS ISSUED	
BIRTH	13
MARRIAGE	19
DEATH	8
BURIAL PERMITS	29
MARRIAGE LICENSES ISSUED	2
HUNT/FISH LICENSES SOLD	32
VICTUALER'S LICENSES ISSUED	01
GENERAL ASSISTANCE APPOINTMENTS	3
GENERAL ASSISTANCE GRANTED	\$147.37

ADMINISTRATION MONTHLY REPORT – September 2014

VEHICLES REGISTERED	617
BOATS REGISTERED	10
ATV'S REGISTERED	17
SNOWMOBILES REGISTERED	02
DOGS LICENSED	02
TRANSFER STATION DECALS SOLD	85
VITAL RECORDS ISSUED	
BIRTH	8
MARRIAGE	11
DEATH	10
BURIAL PERMITS	1
MARRIAGE LICENSES ISSUED	5
HUNT/FISH LICENSES SOLD	36
VICTUALER'S LICENSES ISSUED	01
GENERAL ASSISTANCE APPOINTMENTS	2
GENERAL ASSISTANCE GRANTED	\$1,003.

MANAGER'S REPORT
August & September 2014

- Advertising, interviewing, replacement of Code Enforcement and GIS/IT positions
- Department of Labor Inspection of all Town Departments and Buildings for Compliance with applicable laws and regulations
- Electricity Contract renewals for medium user town accounts
- Reconciliation of General Fund, Sewer, Reserve Accounts as well as maintenance of fair market value calculations for all investments
- Marina Project – additional work with Chevron
- Prepare information for and Staff Infrastructure/Finance & Administration Committee meetings as well as Town Council meetings
- Plan, organize, and coordinate candidate forums for Council and School Board Candidates
- Secure staff for video of all School Board meetings
- Address resident complaints/concerns regarding sewer/roads/administration
- Personnel Administration – all departments
- 30-day notices for unpaid sewer bills
- Prepare information for Councilors on topics related to lease renewals for Kiwanis and Snowmobile Club
- Work on articles for October Newsletter related to elections
- Prepare for 2014 audit and provide information to Auditors for annual audit



HAMPDEN PUBLIC SAFETY
Police – Fire – EMS – Code Enforcement
106 Western Avenue
Hampden, Maine 04444
Phone 207-862-4500
Fax: 207-862-4588



MONTHLY REPORT – AUGUST 2014

The month of August has been a transition month for the Hampden Public Safety Code Enforcement Division; with the transition from CEO/LPI Ben Johnson to CEO Myles Block and LPI Dick Watson. Lt. Jason Lundstrom continues as the Building/Fire Inspector and Dick Babine as the Alt. LPI.

During the month of August the Code Enforcement Office processed a total of 17 permit applications. This total included one new single-family home.

A total of \$2,364 in fees were collected in the month of August. This compares to \$3788.20 the previous year.

The Code Enforcement Officer & Building/Fire Inspector performed a total of 15 inspections in the month of August. The LPI performed 10 inspections and Alt. LPI performed 4 inspections in the month of August.

The Code Enforcement Officer issued 4 Notice of Violations during the month of August; 2 have been resolved, 1 is under correction and 1 is still pending. A Conditional Mobile Home Park License was issued for Hampden Trailer Park and to date all but one condition as been corrected. Victualers inspection and license was issued for Highland Corner Store.

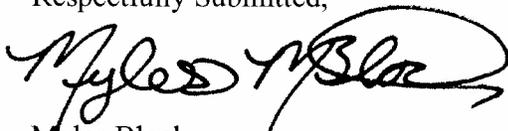
The Code Enforcement Officer & Building/Fire Inspector participated in the monthly meeting of the Hampden Stormwater Team and had their Stormwater 101 training with Phil Ruck.

The Code Enforcement Officer & Building/Fire Inspector responded to 7 calls during the work week as follows: assist the ambulance crew: 4 calls & primary fire response: 3 calls.

The Code Enforcement Officer & Building/Fire Inspector attended the monthly meeting of the Bangor area CEOs meeting in Hermon.

The Code Enforcement Officer & Building/Fire Inspector are continuing to study for the exams to become certified within the 1 year window.

Respectfully Submitted,



Myles Block
Code Enforcement Officer



HAMPDEN PUBLIC SAFETY
Police – Fire – EMS – Code Enforcement
106 Western Avenue
Hampden, Maine 04444
Phone 207-862-4500
Fax: 207-862-4588



MONTHLY REPORT

SEPTEMBER 2014

The month of September has been a busy month for the Hampden Public Safety Code Enforcement Division. CEO Myles Block, Lt. Jason Lundstrom along with LPI Dick Watson continue as the staff of the division performing the majority of the services to the citizens of Hampden, along with amazing support of Rosemary in the Office.

During the month of September the Code Enforcement Office processed a total of 20 permit applications.

A total of \$1,996 in fees were collected in the month of September. This compares to \$3,757 the previous year.

The Code Enforcement Officer & Building/Fire Inspector performed a total of 30 inspections in the month of September. The LPI performed 42 inspections and Alt. LPI (Dick Babine) performed 0 inspections.

The Code Enforcement Officer issued a Stop Work Order for Calvary Apostolic Church of Winterport, for building without a permit and building without a construction permit from the State Fire Marshal.

Victualers inspection performed and license issued for Hannaford.

Wood-Fired Boiler inspections were performed and 5 permits issued for the 2014-2015 season.

The Code Enforcement Officer & Building/Fire Inspector participated in the monthly meeting of the Hampden Stormwater Team.

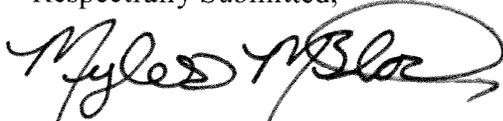
The Code Enforcement Officer & Building/Fire Inspector responded to 12 calls during the work week as follows:

- Assist the ambulance crew: 7
- Second EMS Call: 1
- Fire response: 4

The Code Enforcement Officer & Building/Fire Inspector attended the monthly meeting of the Bangor area CEOs in Hermon and the quarterly meeting and training of the MBOIA in Gray.

The Code Enforcement Officer & Building/Fire Inspector are continuing to study for the exams to become certified within the 1 year window.

Respectfully Submitted,

A handwritten signature in black ink that reads "Myles Block". The signature is stylized with a large, sweeping flourish that loops back under the name.

Myles Block
Code Enforcement Officer

Hampden
8:02 AM

Inspection Report

Inspection Date Is 09/01/2014 to 09/30/2014

10/01/2014
Page 1

Date	Map/Lot	Permit	Category	Type	Status	Inspector
09/04/2014	23-A-055	13-0167	SINGLE FAMILY	BUILDING FINAL	OK	JASON LUNDSTROM
09/17/2014	13-0-018	14-089	SEWER/RES	SSWD/BOTTOM	OK	RICHARD WATSON
09/17/2014	13-0-018	14-089	SEWER/RES	SSWD/SCARIFICATION	OK	RICHARD WATSON
09/24/2014	13-0-018	14-089	SEWER/RES	SSWD/FINAL	Completed (Last Inspection)	RICHARD WATSON
09/25/2014	10-0-003-27	14-103	SINGLE FAMILY	PRE-POUR SLAB	OK	JASON LUNDSTROM
09/15/2014	10-0-003-29	14-107	SINGLE FAMILY	PRE-POUR WALL	OK	JASON LUNDSTROM
09/15/2014	10-0-003-29	14-107	SINGLE FAMILY	PRE-POUR FOOTING	NOT DONE/CONTRACTOR DID NOT CALL	MYLES BLOCK
09/16/2014	10-0-003-29	14-107	SINGLE FAMILY	PRE-POUR WALL	OK	JASON LUNDSTROM
09/25/2014	10-0-003-29	14-107	SINGLE FAMILY	PRE-POUR SLAB	OK	JASON LUNDSTROM
09/24/2014	10-0-003-29	14-108	SEWER/RES	BACK FLOW VALVE	OK	RICHARD WATSON
09/08/2014	10-0-003-31	14-111	SINGLE FAMILY	FRAMING	OK	JASON LUNDSTROM
09/15/2014	10-0-003-31	14-111	SINGLE FAMILY	INSULATION	OK	JASON LUNDSTROM
09/18/2014	10-0-003-31	14-111	SINGLE FAMILY	FIRE-RESISTANCE	OK	JASON LUNDSTROM
09/17/2014	10-0-003-32	14-113	SINGLE FAMILY	TRUSS DESIGN	OK	PROFESSIONAL ENGINEER
09/24/2014	10-0-003-17	14-142	SINGLE FAMILY	PRE-POUR FOOTING	OK	MYLES BLOCK
09/30/2014	10-0-003-17	14-142	SINGLE FAMILY	PRE-POUR WALL	OK	JASON LUNDSTROM
09/25/2014	10-0-003-21	14-148	SINGLE FAMILY	PRE-POUR FOOTING	OK	JASON LUNDSTROM
09/08/2014	10-0-003-3	14-155	SINGLE FAMILY	BUILDING FINAL	NEEDS REINSPECTION	JASON LUNDSTROM
09/17/2014	10-0-003-3	14-155	SINGLE FAMILY	TRUSS DESIGN	OK	PROFESSIONAL ENGINEER
09/08/2014	10-0-003-6	14-161	SINGLE FAMILY	BUILDING FINAL	NEEDS REINSPECTION	JASON LUNDSTROM
09/17/2014	10-0-003-6	14-161	SINGLE FAMILY	TRUSS DESIGN	OK	PROFESSIONAL ENGINEER
09/30/2014	10-0-003-13	14-175	SINGLE FAMILY	PRE-POUR FOOTING	OK	JASON LUNDSTROM
09/24/2014	10-0-003-14	14-178	SEWER/RES	BACK FLOW VALVE	OK	RICHARD WATSON
09/23/2014	30-0-032	14-213	MULTI FAMILY	TPI MUBEC COMPLIANCE	OK	THIRD PARTY
09/22/2014	30-0-032	14-214	MULTI FAMILY	BUILDING FINAL	Completed (Last Inspection)	JASON LUNDSTROM
09/23/2014	30-0-032	14-214	MULTI FAMILY	TPI MUBEC COMPLIANCE	OK	THIRD PARTY
09/04/2014	08-0-020-44	14-227	SINGLE FAMILY	BUILDING FINAL	OK	JASON LUNDSTROM
09/04/2014	08-0-020-44	14-227	SINGLE FAMILY	BUILDING FINAL	Completed (Last Inspection)	MYLES BLOCK
09/04/2014	08-0-020-44	14-228	SSWD/RES	SSWD/FINAL	Completed (Last Inspection)	RICHARD WATSON
09/16/2014	30-0-032	14-230	INTERNAL/RES	PLUMBING FINAL	OK	RICHARD WATSON
09/02/2014	08-0-033-19	14-237	SINGLE FAMILY	BLOWER DOOR TEST	OK	THIRD PARTY
09/16/2014	08-0-033-19	14-237	SINGLE FAMILY	BUILDING FINAL	NEEDS REINSPECTION	JASON LUNDSTROM
09/17/2014	08-0-033-19	14-237	SINGLE FAMILY	BLOWN/SPRAY INSULATION	OK	THIRD PARTY
09/18/2014	08-0-033-19	14-237	SINGLE FAMILY	TRUSS DESIGN	OK	PROFESSIONAL ENGINEER
09/18/2014	08-0-033-19	14-237	SINGLE FAMILY	BUILDING FINAL	Completed (Last Inspection)	JASON LUNDSTROM

Hampden
8:02 AM

Inspection Report

10/01/2014
Page 2

Inspection Date Is 09/01/2014 to 09/30/2014

Date	Map/Lot	Permit	Category	Type	Status	Inspector
09/04/2014	08-0-033-19	14-238	SSWD/RES	SSWD/FINAL	Completed (Last Inspection)	RICHARD WATSON
09/08/2014	10-0-003-1	14-242	SINGLE FAMILY	BUILDING FINAL	NEEDS REINSPECTION	JASON LUNDSTROM
09/17/2014	10-0-003-1	14-242	SINGLE FAMILY	TRUSS DESIGN	OK	PROFESSIONAL ENGINEER
09/17/2014	10-0-003-2	14-244	SINGLE FAMILY	TRUSS DESIGN	OK	PROFESSIONAL ENGINEER
09/11/2014	10-0-003-24	14-270	INTERNAL/RES	PLUMBING UNDER SLAB	OK	RICHARD WATSON
09/24/2014	10-0-003-29	14-274	INTERNAL/RES	PLUMBING UNDER SLAB	OK	RICHARD WATSON
09/10/2014	10-0-003-31	14-276	INTERNAL/RES	PLUMBING ROUGH-IN	OK	RICHARD WATSON
09/25/2014	24-0-047-08	14-283	SINGLE FAMILY	BUILDING FINAL	Completed (Last Inspection)	JASON LUNDSTROM
09/30/2014	24-0-047-08	14-283	SINGLE FAMILY	TRUSS DESIGN	OK	PROFESSIONAL ENGINEER
09/25/2014	24-0-047-08	14-290	INTERNAL/RES	PLUMBING FINAL	Completed (Last Inspection)	RICHARD WATSON
09/18/2014	10-0-056-07	14-301	CHURCHES	GENERAL BUILDING	STOP WORK ORDER	MYLES BLOCK
09/04/2014	10-0-040-A	14-302	INTERNAL/IND	PLUMBING UNDER SLAB	OK	RICHARD WATSON
09/09/2014	08-0-023-14	14-313	SINGLE FAMILY	INSULATION	OK	JASON LUNDSTROM
09/17/2014	08-0-023-14	14-314	SSWD/RES	SSWD/BOTTOM	OK	RICHARD WATSON
09/17/2014	08-0-023-14	14-314	SSWD/RES	SSWD/SCARIFICATION	OK	RICHARD WATSON
09/18/2014	08-0-023-14	14-314	SSWD/RES	SSWD/TOP	OK	RICHARD WATSON
09/24/2014	08-0-023-14	14-314	SSWD/RES	SSWD/FINAL	Completed (Last Inspection)	RICHARD WATSON
09/04/2014	08-0-020-44	14-318	INTERNAL/RES	PLUMBING FINAL	Completed (Last Inspection)	RICHARD WATSON
09/16/2014	08-0-040-B	14-322	SSWD/RES	SSWD/BOTTOM	OK	RICHARD WATSON
09/17/2014	08-0-040-B	14-322	SSWD/RES	SSWD/TOP	OK	RICHARD WATSON
09/04/2014	08-0-033-19	15-006	INTERNAL/RES	PLUMBING FINAL	Completed (Last Inspection)	RICHARD WATSON
09/03/2014	03-0-018-06	15-010	SSWD/RES	SSWD/BOTTOM	OK	RICHARD WATSON
09/11/2014	19-0-045	15-016	BREEZEWAY	FRAMING	OK	MYLES BLOCK
09/15/2014	19-0-045	15-016	BREEZEWAY	INSULATION	OK	JASON LUNDSTROM
09/19/2014	19-0-045	15-016	BREEZEWAY	FIRE-RESISTANCE	OK	MYLES BLOCK
09/02/2014	08-0-033-11	15-023	SINGLE FAMILY	FRAMING	OK	JASON LUNDSTROM
09/10/2014	08-0-033-11	15-023	SINGLE FAMILY	INSULATION	OK	JASON LUNDSTROM
09/17/2014	08-0-033-11	15-023	SINGLE FAMILY	BLOWN/SPRAY INSULATION	OK	THIRD PARTY
09/24/2014	04-0-020-B	15-025	GARAGE	PRE-POUR SLAB	OK	MYLES BLOCK
09/12/2014	04-0-020-B	15-027	SSWD/RES	SSWD/TOP	OK	RICHARD WATSON
09/12/2014	04-0-020-B	15-027	SSWD/RES	SSWD/BOTTOM	OK	RICHARD WATSON
09/17/2014	04-0-043	15-030	INTERNAL/RES	PLUMBING ROUGH-IN	OK	RICHARD WATSON
09/10/2014	03-0-030-32	15-037	INTERNAL/RES	PLUMBING ROUGH-IN	OK	RICHARD WATSON
09/10/2014	03-0-030-32	15-037	INTERNAL/RES	PLUMBING ROUGH-IN	OK	RICHARD WATSON
09/03/2014	06-0-032	15-038	INTERNAL/RES	PLUMBING UNDER SLAB	OK	RICHARD WATSON
09/05/2014	08-0-033-11	15-039	INTERNAL/RES	PLUMBING ROUGH-IN	OK	RICHARD WATSON
09/03/2014	08-0-023-14	15-040	INTERNAL/RES	PLUMBING ROUGH-IN	OK	RICHARD WATSON
09/15/2014	08-0-020-37	15-043	GARAGE	PRE-POUR FOOTING	OK	JASON LUNDSTROM
09/15/2014	04-0-020-B	15-044	INTERNAL/RES	PLUMBING UNDER SLAB	OK	RICHARD WATSON

Hampden
8:02 AM

Inspection Report

Inspection Date Is 09/01/2014 to 09/30/2014

10/01/2014
Page 3

Date	Map/Lot	Permit	Category	Type	Status	Inspector
09/25/2014	04-0-020-B	15-044	INTERNAL/RES	PLUMBING UNDER SLAB	OK	RICHARD WATSON
09/11/2014	49-0-016	15-045	SSWD/RES	SSWD/SCARIFICATION	OK	RICHARD WATSON
09/15/2014	49-0-016	15-045	SSWD/RES	SSWD/FINAL	Completed (Last Inspection)	RICHARD WATSON
09/15/2014	49-0-016	15-045	SSWD/RES	SSWD/TOP	OK	RICHARD WATSON
09/17/2014	01-0-003	15-047	SSWD/RES	SSWD/BOTTOM	OK	RICHARD WATSON
09/17/2014	01-0-003	15-047	SSWD/RES	SSWD/SCARIFICATION	OK	RICHARD WATSON
09/18/2014	01-0-003	15-047	SSWD/RES	SSWD/FINAL	Completed (Last Inspection)	RICHARD WATSON
09/18/2014	01-0-003	15-047	SSWD/RES	SSWD/TOP	OK	RICHARD WATSON
09/23/2014	13-0-013	15-051	SSWD/RES	SSWD/BOTTOM	OK	RICHARD WATSON
09/23/2014	13-0-013	15-051	SSWD/RES	SSWD/SCARIFICATION	OK	RICHARD WATSON
09/24/2014	13-0-013	15-051	SSWD/RES	SSWD/FINAL	Completed (Last Inspection)	RICHARD WATSON

Permit Type	Count	Value	Fee
BLDG RENOVATE			
ROOF	1	10,000	25.00
ONE STORY	1	8,000	45.00
Subtotal	2	18,000	70.00
BLDG ADDITIONS			
SINGLE FAMILY	1	50,000	181.00
PORCH	1	5,000	43.00
Subtotal	2	55,000	224.00
OUTBUILDINGS			
GARAGE	2	39,000	169.00
BARN	1	15,000	115.00
SHED	1	0	0.00
Subtotal	4	54,000	284.00
SIGNS			
FREESTANDING	1	1,000	25.00
Subtotal	1	1,000	25.00
PLUMBING			
INTERNAL/RES	7	0	690.00
SSWD/RES	3	0	605.00
Subtotal	10	0	1,295.00
CERT OF COMPLIA			
BUSINESS	1	0	50.00
Subtotal	1	0	50.00
Total	20	128,000	1,948.00

+ \$48.00 taken
additional fee for
added sq. ft. to
Permit #14-10
31 Bowen Dr.
Don Pelletier
Permit Processed
in 7/13
RB

new report 9/30/14
w/ 6.00 additional fee @ 4:30 P.M.
to Weibull-Porch

permit monthly report

Permit Application Date Is 09/01/2014 to 09/30/2014

Permit	Application	Type	Category	Fee	Value
15-038	09/02/2014	PLUMBING	INTERNAL/RES	160.00	0
15-039	09/02/2014	PLUMBING	INTERNAL/RES	130.00	0
15-040	09/02/2014	PLUMBING	INTERNAL/RES	140.00	0
15-041	09/03/2014	CERT OF COMPLIA	BUSINESS	50.00	0
15-042	09/04/2014	SIGNS	FREESTANDING	25.00	1,000
15-043	09/08/2014	OUTBUILDINGS	GARAGE	87.00	15,000
15-044	09/10/2014	PLUMBING	INTERNAL/RES	40.00	0
15-045	09/10/2014	PLUMBING	SSWD/RES	150.00	0
15-046	09/11/2014	OUTBUILDINGS	SHED		0
15-047	09/15/2014	PLUMBING	SSWD/RES	170.00	0
15-048	09/16/2014	BLDG RENOVATE	ONE STORY	45.00	8,000
15-049	09/17/2014	BLDG ADDITIONS	SINGLE FAMILY	181.00	50,000
15-050	09/17/2014	PLUMBING	INTERNAL/RES	110.00	0
15-051	09/22/2014	PLUMBING	SSWD/RES	285.00	0
15-052	09/22/2014	BLDG RENOVATE	ROOF	25.00	10,000
15-053	09/22/2014	BLDG ADDITIONS	PORCH	43.00	5,000
15-054	09/23/2014	PLUMBING	INTERNAL/RES	70.00	0
15-055	09/23/2014	PLUMBING	INTERNAL/RES	40.00	0
15-056	09/24/2014	OUTBUILDINGS	BARN	115.00	15,000
15-057	09/29/2014	OUTBUILDINGS	GARAGE	82.00	24,000

permit fees report

Permit Application Date Is 09/01/2014 to 09/30/2014

Permit	Application	Type	Category	Description	Fee
15-039	09/02/2014	PLUMBING	INTERNAL/RES	INTERNAL PLUMBING PERMIT 3332	130.00
15-040	09/02/2014	PLUMBING	INTERNAL/RES	INTERNAL PLUMBING PERMIT 3333	140.00
15-038	09/02/2014	PLUMBING	INTERNAL/RES	internal plumbing permit 3331	160.00
15-041	09/03/2014	CERT OF COMPLIA	BUSINESS	child day care	50.00
15-042	09/04/2014	SIGNS	FREESTANDIN G	sign	25.00
15-043	09/08/2014	OUTBUILDINGS	GARAGE	26 x 24 garage	87.00
15-044	09/10/2014	PLUMBING	INTERNAL/RES	internal plumbing permit 3334	40.00
15-045	09/10/2014	PLUMBING	SSWD/RES	sswd - field only replacement # 3335	150.00
15-046	09/11/2014	OUTBUILDINGS	SHED	Place 2 slabs for sheds on property. 1 new shed to be built and 2nd shed is existing to be moved onto slab. No fee charged for Non-Profit Group.	
15-047	09/15/2014	PLUMBING	SSWD/RES	sswd replacement system w/variance 3336	170.00
15-048	09/16/2014	BLDG RENOVATE	ONE STORY	convert existing deck to 3 season room	45.00
15-049	09/17/2014	BLDG ADDITIONS	SINGLE FAMILY	addition to single family plus new garage (3 bay)	181.00
15-050	09/17/2014	PLUMBING	INTERNAL/RES	internal plumbing permit - 3337 double fee was charged per LPI for applying for permit after installation, refunded double portion per Town Manager 9/17/14 permit total \$110.00	110.00
15-051	09/22/2014	PLUMBING	SSWD/RES	sswd complete replacement system w/variance #3338	285.00
15-052	09/22/2014	BLDG RENOVATE	ROOF	renovations and roof	25.00
15-053	09/22/2014	BLDG ADDITIONS	PORCH	30 x 6 porch	43.00
15-054	09/23/2014	PLUMBING	INTERNAL/RES	internal plumbing 3339	70.00
15-055	09/23/2014	PLUMBING	INTERNAL/RES	internal plumbing permit 3340	40.00
15-056	09/24/2014	OUTBUILDINGS	BARN	barn 30 x 30. Modular Construction.	115.00
15-057	09/29/2014	OUTBUILDINGS	GARAGE	24 x 24 garage with stairs to overhead storage.	82.00

Permit List by Permit Number

Permit Application Date Is 09/01/2014 to 09/30/2014

Permit	Type	Application	Applicant	Fee	Street Name
15-038	PLUMBING	09/02/2014	HOWARD S BISHOP	160.00	49 MAYO RD
15-039	PLUMBING	09/02/2014	WICKLOW HOME BUILDERS	130.00	13 BOWEN DR
15-040	PLUMBING	09/02/2014	ROBERT L LEIGHTON JR	140.00	85 JOHN'S WAY
15-041	CERT OF COMPLIA	09/03/2014	LLC HISTORIC HAMPDEN ACADEMY	50.00	1 MAIN RD NO
15-042	SIGNS	09/04/2014	COMMUNITY CHURCH OF OPEN DOOR	25.00	270 MAIN RD NO
15-043	OUTBUILDING S	09/08/2014	JOSEPH A TRICE	87.00	113 DUNTON CIR
15-044	PLUMBING	09/10/2014	CASH WEBB	40.00	622 MEADOW RD
15-045	PLUMBING	09/10/2014	LINDA A (MACNEILL) MCGRAW	150.00	383 MAIN RD SO
15-046	OUTBUILDING S	09/11/2014	V F W		41 CANOE CLUB RD
15-047	PLUMBING	09/15/2014	HOWARD OLSEN	170.00	1420 KENNEBEC RD
15-048	BLDG RENOVATE	09/16/2014	JOSHUA T PEPPARD	45.00	156 KENNEBEC RD
15-049	BLDG ADDITIONS	09/17/2014	Sarah Smith	181.00	154 MAIN RD SO
15-050	PLUMBING	09/17/2014	MOORE LARRY	110.00	390 SAWYER RD
15-051	PLUMBING	09/22/2014	MURRAY K CUNNINGHAM	285.00	109 FOWLERS LANDING RD
15-052	BLDG RENOVATE	09/22/2014	CROSBY, HAROLD, JR, HEIRS OF	25.00	616 KENNEBEC RD
15-053	BLDG ADDITIONS	09/22/2014	BRADLEY J WEILAND	43.00	606 WESTERN AVE
15-054	PLUMBING	09/23/2014	HEATHER L BASS	70.00	83 SUMMER ST
15-055	PLUMBING	09/23/2014	SANDRA L SOUTHERLAND	40.00	314 MAIN RD NO
15-056	OUTBUILDING S	09/24/2014	Hill View Mini Barns for Sarah Novak	115.00	1211 KENNEBEC RD
15-057	OUTBUILDING S	09/29/2014	CRAIG A GROVER	82.00	792 KENNEBEC RD

Building Permit Log (2014)

9/3/2014	14-041	Davis, Jennifer	1	Main Rd.	36-0-076	\$ 50.00	COC
9/4/2014	14-042	Church of the Open Door	270	Main Rd. North	10-0-002-A	\$ 25.00	Sign
9/8/2014	15-043	Trice, Joe	113	Dunton Circle	08-0-020-37	\$ 87.00	garage
9/11/2014	15-046	VFW	41	Canoe Club Rd.	36-0-038-A	n/c	move shed
9/16/2014	15-048	Peppard, Josh	156	Kennebec Rd.	39-0-010-B	\$ 45.00	renovations
9/22/2014	15-052	Perlman, Matt	616	Kennebec Rd.	05-0-003	\$ 25.00	renovations
9/22/2014	15-053	Weiland, Patricia	606	Western Ave.	08-0-021	\$ 43.00	porch
9/24/2014	15-056	Hillview Mini barns	1211	Kennebec Rd.	01-0-045D	\$ 115.00	barn
9/29/2014	15-057	Grover, Craig	792	John's Way	02-0-046-B	\$ 82.00	garage
9/17/2014	14-49	Smith, Sarah	154	Main Rd. South	06-0-046	\$ 181.00	addition/barn

Plumbing Permit Log (2014)

9/2/2014	15-038	Bishop, Howard	49	Mayo Rd.	06-0-032	\$ 160.00	Internal	3331		715
9/2/2014	15-039	Wicklow, Nate	13	Bowen Drive	08-0-033-11	\$ 130.00	Internal	3332		3156
9/2/2014	15-040	Leighton, Robert	85	John's Way	08-0-023-14	\$ 140.00	Internal	3333		3660
9/10/2014	15-044	Webb, Cash	622	Meadow Rd.	04-0-020-B	\$ 40.00	Internal	3334		442
9/10/2014	15-045	MacNiell, Roger	383	Main Rd. South	49-0-016	\$ 150.00	Subsurface	3335		3011
9/15/2014	15-047	Olsen, Howard	1420	Kennbec Rd.	01-0-003	\$ 170.00	Subsurface	3336		11
9/17/2014	15-050	Moore, Larry	390	Sawyer Rd.	04-0-024?	\$ 110.00	Internal	3337		
9/22/2014	15-051	Cunningham, Murray	109	Fowlers Landing Rd.	13-0-013	\$ 285.00	Subsurface	3338		compl
9/23/2014	15-055	Southerland, Sandra	314	Main Rd. North	24-0-008	\$ 40.00	Internal	3340		2072
9/23/2014	15-056	Babalack, Sam	83	Summer St,	44-0-025	\$ 70.00	Internal	3339		2869

On August 11, 2014 I submitted my resignation letter to the Manager and provided eight weeks' notice – my final day would be October 2, 2014. I updated my job description and provided a copy to the Manager to use for the job posting. Once the ad was posted in the BDN, I also posted it to the state GIS email listserv.

IT update: I set up a new computer for the Assistant Recreation Director over at the Skehan Center. I set up a wifi repeater at the Public Works garage and got all three new wifi thermostats hooked up – this will now allow the Public Works Director to access the thermostats remotely via the internet and adjust the temperature as needed, such as in preparation for an upcoming winter storm when he knows the crews will need to be there – this should save money on heating in the long term.

GIS update: I worked on updates to a data layers to try to get certain things squared away before Oct 2nd.

Stormwater update: We received final approval from EPA for the work plan for the Phase II grant for Sucker Brook. Next step will be official contract paperwork. Aside from that, I spent a lot of time on the Phase I report and revising the many maps associated with that report.

Other: While people were on vacation I assisted customers in the office and answered phones more frequently than I usually do. Things in the office have also changed due to the physical relocation of the CEO position out of our unit – one less person to help with in-office customers.

Respectfully Submitted,



Gretchen Heldmann, GISP
GIS/IT Specialist

I developed a list of skills-based test questions for the Manager to use in interviews for my replacement. I participated in the interviews only in the capacity to listen to the answers to the questions as she asked them, and take notes on the answers given. I also took selected candidates on second interview tours of all of our facilities (Town Office, Public Safety, Skehan Center, Library, Pool, Public Works Garage) so they received a better understanding of the IT demands. We also went over maintenance of GIS data.

IT update: I set up a new computer for the Building Inspector. In preparation for the offices being painted, I was granted permission by the Manager to recycle all the old computers and equipment that were piling up in my office, as they had little to no use or value. There is now a box of hard drives in my office for the next person in this position to properly destroy and dispose of.

GIS update: I worked on updates to a data layers to try to get certain things squared away before Oct 2nd.

Stormwater update: Official contract paperwork for Phase II Sucker Brook grant was received by the Manager in late September, signed, and sent back to MDEP. I continued to spend a lot of time on the Phase I report and revising the many maps associated with that report.

I have enjoyed working for the town and appreciate all of the opportunities I have been given, thank you.

Respectfully Submitted,



Gretchen Heldmann, GISP
GIS/IT Specialist

Department of Community and Economic Development
Activity Report: September 2014

Hampden Business Park:

- Assisting Sargent Corporation with the permitting, zoning and potential mitigation issues associated with park development.
- Development of a Mitigation Policy for the use of public lands in support of commercial and industrial development.

Ammo Park/Coldbrook Road/Hampden Business Park:

- Facilitating continued discussions between Ammo Park, Sargent Corporation, H.O. Bouchard and Bangor Gas.
- Pursuing sufficient technical information on infrastructure expansion in the Hampden Triangle to best position the town to complete for development.

Business Advocacy:

- Meeting with the HBA Executive Committee to discuss its future and strategic direction.
- Facilitating small business interests, location and re-location.
- Introduced HBA to newly hired Code Enforcement Officer and Building/Fire Inspector in order to familiarize the business community with staff and demonstrate a willingness and intent to work with the business community, not as an obstacle to them.

Business Attraction:

- Developing the advertisement with MaineBiz for next year's Fact and listed as a sponsor of the publication in efforts to market the community and the businesses owners testimonials.
- Continued discussions with a regional entity which represents a major development potential within the Hampden Triangle.

TIF Implementation:

- Awaiting the final draft of Emera's TIF Work Plan from their consultant so I can forward to Council for the required public hearing. The terms of the Credit Enhancement Agreement have been approved by the former Council.
- Assisting in the preparation of TIF documentation in accordance with Sargent's Development Agreement through collaboration with their consultant.

Staff Collaboration:

- Weekly consultation with Town Planner, Code Enforcement Officer, Assessor, GIS/IT Specialist and Public Works Director.
- Collaborating with newly appointed Code Enforcement Officer and Building Inspector on maintaining a positive and support relationship with the public and business community emphasizing a public service philosophy.

MONTHLY REPORT PUBLIC WORKS AUGUST 2014

Mowed all cemeteries once a week

Mowed all fields

Washed Equipment

Trimmed Marina Boat launch

Trimmed sidewalk from Bangor Line to Sucker brook

Patched pot holes

Loaded transfer station 2 times after demo weekends

Replaced driveway culvert on Town farm rd

Replaced 2 cross culverts on Paper Mill Rd

Replaced 1 cross culvert on Ichabod Lane

Checked all buildings and removed trash

Installed 200 ft of under drain on Emerson Mill rd South

Ditch lower end of Cottage St

Cemetery crew had 3 burials

Replaced road signs

Screened loam

Screened Sand

Trimmed Brush along Guard Rails

Repaired equipment

Painted entry doors at Municipal Building

MONTHLY REPORT PUBLIC WORKS SEPTEMBER 2014

Mowed all cemeteries once a week

Mowed all fields

Mowed roadsides

Washed Equipment

Repainted entry door @ Town Office

Moved furniture at Town office for painting crew

Patched pot holes

Loaded transfer station 2 times after demo weekends

Paved driveway culvert on Town farm rd

Paved 2 cross culverts on Paper Mill Rd

Paved 1 cross culvert on Ichabod Lane

Checked all buildings and removed trash

Poured Slab for new fuel tank at Muni garage

Cemetery crew had 5 burials

Replaced road signs

Screened loam

Screened Sand

Repaired equipment getting ready for winter



HAMPDEN PUBLIC SAFETY

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



TO: Susan Lessard, Town Manager
FROM: Joe Rogers, PSD
RE: Monthly Report for August
DATE: September 15, 2014

During the month of August, the Hampden Police Department responded to 379 calls for service, had 20 arrests/court violations; and issued 26 traffic citations and 275 written traffic warnings. The Fire Department responded to 25 calls for service and the ambulance responded to 65 calls.

Also during August, Ben Johnson left his position as Code Enforcement Officer and FF/Paramedic Myles Block was selected to fill that position. The daytime work hours are generally the most difficult to get responses to general alarms because most of the call department members have full-time job responsibilities during those hours. Having two qualified people on staff to utilize and call upon should the need arise will enable us to provide a prompt response when time is of the essence.



HAMPDEN PUBLIC SAFETY

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



TO: Susan Lessard, Town Manager
FROM: Joe Rogers, PSD
RE: Monthly Report for September
DATE: October 2, 2014

During the month of September, the Hampden Police Department responded to 348 calls for service, had 9 arrests/court violations; and issued 17 traffic citations and 112 written traffic warnings. The Fire Department responded to 18 calls for service and the ambulance responded to 56 calls.

Matt Roope joined the department as our newest full-time firefighter/paramedic. He fills the position vacated by FF Block when he was assigned the duties of the Code Enforcement Officer.

Officer Miller and Officer Devine completed a one week training course on the instruction of emergency vehicle operations. Both officers are now trained and able to teach EVOC.

Officer Eyles attended a one week Urban Rifle Instructor course. He was already certified in handgun instruction, and is now able to conduct training and qualifications for the department in the use of the rifles as well.

Officer Miller and FF Roope also attended 40 hours of CIT (Crisis Intervention Team) training. This course provides students with valuable information, insight and skills to effectively handle incidents involving a variety of crisis situations.

FF LeBarnes went to the National Fire Academy and attended a one week Fire Cause Determination course. This training is designed to help firefighters determine whether or not a fire is suspicious and requires a formal investigation by the Fire Marshal.

FF Roope and FF McNally went to New Hampshire for PGANE training. This is a three day class designed to help attendees more effectively handle propane related emergencies.

The Fire Department members completed an online training course through the NFA. This course is a refresher class on declaring FF emergencies over the radio and how to properly handle those situations.

D-4-a

The Town of Hampden hereby ordains that the following amendments to the Town Charter be enacted:

Deletions ~~stricken~~

Additions underlined

ARTICLE II TOWN COUNCIL

Sec. 211 Procedure –

(d) Voting - The ayes and nays of any vote taken by the town council shall be entered in the record of the proceedings of the council by the Town Clerk, or designee. ~~Five~~ Four members of the council shall constitute a quorum, but a smaller number may meet from time to time and may compel the attendance of absent members in the manner and subject to the penalties prescribed by the rules of the council. No action of the council shall be binding or valid unless adopted by the majority vote of at least four of those present.

D-4-b



TO: Hampden Town Council
FROM: Robert Osborne, Town Planner *RO*
SUBJECT: Zoning Ordinance Text Amendment, Article 4.6 Rural Cluster Housing Open Space Exception
DATE: September 29, 2014

At the September 10, 2014 meeting the Planning Board held a public hearing on the subject amendment. No member of the general public spoke on the item. The Planning Board voted unanimously to return an "ought-to-pass" recommendation to the Town Council for the attached amendment to the Rural Cluster Housing provisions.

TOWN OF HAMPDEN
Draft

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

Additions are Double Underlined Deletions are ~~Strikethrough~~

4.6. Rural Cluster Housing - In order to promote the health and general welfare of the community and to preserve and make available open space for recreation and conservation, the Planning Board may grant a developer permission to vary lot size requirements in districts in which cluster development is allowed, thus leaving a substantial area free of building lots to become permanent open space. This section shall apply to the Rural District. The cluster provision for Residential A and Residential B are contained in *Article 3.7.6 and 3.8.7* respectively.
(Amended: 06-03-91, 05-04-92)

4.6.1. Minimum Size - A cluster proposal shall not be considered unless the land area involved is at least ten (10) times the minimum lot size in the district for which it is being proposed.

4.6.2. Uses Allowed - No use shall be allowed in a cluster subdivision which is not allowed in the district for which it is being proposed with one exception: The planning board may allow dwellings with four (4) dwelling units in the Rural District in cluster subdivisions provided that such allowance shall not increase the maximum number of dwelling units allowed as determined by *Article 4.6.3* of the Ordinance.

4.6.3. Maximum Number of Dwelling Units Allowed - The maximum number of dwelling units permitted on a particular parcel of land shall be determined with reference to *Article 3* of this Ordinance and the following:

1. Subtract fifteen (15%) percent of the gross acreage of the tract (for streets) to obtain the net acreage of the tract.
2. Determine the maximum number of dwelling units allowed in the district in which the cluster is being proposed based on the net acreage of the parcel. The maximum number of dwelling units is determined by reference to *Article 3*. In the rural district the maximum number of dwelling units shall be based on three (3) dwelling units for two (2) acres of land.
3. The gross acreage of the tract shall include only land that is not encumbered with easements or other restrictions which prevent the full use of the area. Open space, set aside as required under 4.6.5, which is not otherwise encumbered with easements or restrictions, shall be considered part of the gross acreage of the tract.
4. An example for the Rural District of the calculation necessary to determine the maximum number of dwelling units is as follows: Parcel size: 20 acres (less) - 15% for streets - net acreage 17 acres. 17 acres (divided by 2 acres per lot) = 8.5 lots + 3 units per lot = 25.5 or 26 units, 2 acre lots. These twenty-six (26) units can be either one, two, three, or four unit buildings.

4.6.4. Density Bonus - For excellence in site design or for dedication of more than thirty (30%) percent of the gross area of the tract to permanent open space, the planning board may award up to ten (10%) percent more dwelling units than allowed under *Article 4.6.3* above.

4.6.5. Open Space - The land area not allocated to building lots and street shall be permanently and legally preserved as open space. At least twenty (20%) percent of the gross area of the development shall be so dedicated. These areas shall be in locations designated as open space or green belts in the Comprehensive Plan or, where the subdivider proposed open space in other areas, such proposals shall be subject to the approval of the planning board.

Exception: No open space dedication is required in Minor Subdivisions (four lots or less) in the Rural District if the total aggregate area of the proposed lots exceeds the minimum lot area required in the Zoning Ordinance by at least 10 percent. This exception shall also apply to further division of lots in previously approved subdivisions.

Land dedicated to permanent open space shall be in such condition, size and shape as to be readily usable for recreation or conservation.

1. *Maintenance of Open Space* - The developer shall make provision for the permanent maintenance of open space areas. The planning board shall approve such provision when it is satisfied that the provision, proposed by the developer, will result in the open space continuing as such and being properly maintained. No building permit shall be issued until the approval of the Planning Board has been given regarding the maintenance of open space. The developer shall either:
 - a. Dedicate such open space to public use if the town or another public agency has indicated it will accept such dedication;
 - b. Retain ownership and responsibility for maintenance of such open space;
 - c. or Provide for and establish one or more organizations for the ownership and maintenance of all common open space and property. Such organization shall be either, a non-profit homeowners corporation or a community open space trust.

2. *Rules Governing Home-Owners Associations or Open Space Trusts* - If a homeowners association or open space trust is formed, it shall be governed according to the following regulations:
 - a. The organization shall be formed by the developer and be operating, with financial subsidization by the developer if necessary, before the sale of any lots within the development.
 - b. Membership in the organization is mandatory for all purchasers of homes therein and their successors.
 - c. The organization shall be responsible for maintenance of common open space and property. It shall also be responsible for insurance and taxes on common open space and property.
 - d. The members of the organization shall share equitably the cost of maintaining and developing common open space and property in accordance with procedures established by them.
 - e. The organization shall have or hire adequate staff to administer common facilities and maintain the common open space.

4.6.6. Single Family Cluster Subdivision - Lot Requirements In cluster subdivisions or sections of cluster subdivisions made up of single family residences, individual lots shall meet the following requirements with regard to area, width, setback, etc:

1. *Minimum lot area* - One-quarter (1/4) the minimum lot area required in the district for which the cluster is proposed. In no case, however, to be less than 8,000 square feet.
2. Minimum lot frontage - 66 feet
3. Maximum lot coverage - 35%
4. Minimum side yard setback - 10 feet
5. Minimum street yard setback - 10 feet
6. Minimum rear yard setback - 25 feet

All of the above dimensions may be increased (decreased in the case of #3) by the planning board if they feel it is necessary to insure good site design. The objective of reducing them from the dimensions normally required is to allow flexibility in the development of the site. The flexibility thus allowed should result in more creative patterns of land utilization and savings in land development costs over those possible under conventional subdivision patterns.

4.6.7. Multi-Family Cluster Subdivision

4.6.7.1. *Requirements* - In cluster subdivisions or sections of cluster subdivisions made up of multi-family residences, the following requirements with regard to lot design shall apply:

1. *Maximum density of dwelling units.* - 16 units per acre
Subject to the other provisions of this Ordinance, especially *Article 4.6.3*,
2. *Minimum building setback:* - 40 feet.
3. *Minimum distance between buildings:*
 - a. Where both facing walls contain a window or windows; such distance shall be no less than one and one half (1-1/2') feet for each foot of height of the higher facing wall above the lowest adjacent ground elevation.
 - b. Where only one of the facing walls contains a window or windows; such distance shall be no less than one foot for each foot of height of the facing wall with no windows, above the lowest adjacent ground elevation.
 - c. Where neither of the facing walls contains a window or windows; such distance shall be no less than twenty (20') feet.
 - d. Between corners of two (2) buildings where no exterior wall of one building lies such that it can be intersected by a line drawn perpendicular to any exterior wall of the other building, other than such a line that results from co-linear exterior walls: ten (10') feet.
4. Minimum side yard - 20 feet
5. Minimum parking - 2 spaces per dwelling unit
6. Maximum building height - 35 feet

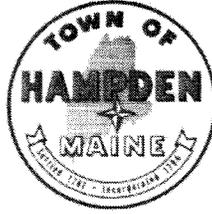
4.6.7.2. *Maintenance of Common Property* - In cases where common property or facilities exist such as elevators, stairwells, heating units, etc., the developer shall make provision for their

continual ownership and maintenance either through a homeowners association or by retaining ownership and responsibility for maintenance himself. In the case of a homeowners association, the rules governing homeowners associations as stated in *Article 4.6.5.2* of this Ordinance shall apply.

4.6.8. This multi-family cluster subdivision provision will be allowed only in the case of land development. Land subdivision without subsequent development of housing units by the developer does not qualify as cluster subdivision.

4.6.9. All pertinent sections of this Ordinance or any other ordinance of the Town of Hampden shall apply to cluster subdivisions with the exception of those regulations specifically waived in the cluster section of this Ordinance.

D-5-a



TO: Hampden Town Council
FROM: Robert Osborne, Town Planner *RO*
SUBJECT: Business Park Covenants Amendments
DATE: September 29, 2014

At the September 3, 2014 Planning and Development Committee meeting this amendment to the Business Park covenants was voted to go to the Council for approval. Subsequently, Town Attorney Tom Russell has reviewed the documents and made edits that improve the clarity of the document.

As part of the modification of the covenants there would be a notification process to all landowners in the subdivision once the Council endorses these amendments.

TOWN OF HAMPDEN
Draft

Proposed Amendments To The Declaration of Covenants, Conditions, and Restrictions for the Hampden Business and Commerce Park

Additions are Double Underlined

Deletions are ~~Strikethrough~~

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
THE HAMPDEN BUSINESS AND COMMERCE PARK**

This Declaration is made this 7th day of October, 2002 by the Town of Hampden, a municipality situated in Penobscot County, Maine:

RECITALS:

1. The Town of Hampden is the owner of that certain real property in the Town of Hampden, County of Penobscot, State of Maine, shown on a Final Subdivision Plan entitled Hampden Business and Commerce Park and recorded in the Penobscot County Registry of Deeds in Map File Nos. 2001-70 and 2001-71, as amended by the Final Subdivision Plan - Amendment No. 1 recorded in said Registry in Map File Nos. 2002-89 and 2002-90, Final Subdivision Plan, Amendment 2 (addition of Business Court and Commerce Court) on June 20, 2007, recorded in said Registry in Map File No. 2007-112 and Final Subdivision Plan Amendment 3 (Reconfiguration of Carey Circle) on September 10, 2014, recorded in said Registry in Map File Nos. 2014-60 and 2014-61.

2. The Hampden Business and Commerce Park is being developed as a master planned Business and Commerce Park. It is the Town of Hampden's desire and intention to subject the real property in said Business and Commerce Park to certain covenants, conditions, and restrictions which are deemed to be real covenants which run with the land, for the benefit of the property, the Town of Hampden, and the owners or occupants of lots in the Hampden Business and Commerce Park. It is intended that said covenants, conditions and restrictions shall bind and benefit not only said Town of Hampden, and the owners and/or the occupants, but also their respective successors, heirs, and assigns and that all lots in Hampden Business and Commerce Park shall be owned, held, used, sold, transferred, leased, and conveyed subject to the covenants, conditions, and restrictions set forth in this Declaration.

It is the intention of the Town of Hampden to further a plan of subdivision by means of the covenants, conditions, and restrictions set forth in this Declaration. Said covenants, conditions, and restrictions are intended to be common to all of the lots in the Hampden Business and Commerce Park, and any other land which the Town might wish to add in the future, and to enhance and protect the value, desirability, and attractiveness of all such lots to their mutual benefit except where otherwise noted. The design review provisions are limited to Phase 1 as defined, and not apply to the East Phase or West Phase of the subdivision.

3. It is also the intention of the Town of Hampden to enhance the value of the property, to increase the job base and job diversity in the community, and to increase the Town's tax base by undertaking construction and management of the Business and Commerce Park and through the use of this Declaration. Limitations on use, preference for certain uses over other uses, a limitation on non-taxable uses, construction and appearance standards, and many other standards in this Declaration are designed toward these ends.

ARTICLE I DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this article shall, as used in this Declaration, have the meanings herein set forth:

Declarant. The Town of Hampden and its successors and assigns.

Declaration. This Declaration of Covenants, Conditions, and Restrictions for Hampden Business and Commerce Park as it may from time to time be amended or supplemented.

~~Design Review Board. The term Design Review Board shall mean such group of individuals as may be designated by the Town Manager from time to time, including but not limited to the following: Town Manager; Economic Development Director; Town Planner; Code Enforcement Officer; Public Works Director; Public Safety Director; and two (2) Planning Board Members. Deleted.~~

Final Subdivision Plan - Subdivision Plan. The term Final Subdivision Plan or subdivision plan shall mean the Final Subdivision Plan approved by the Hampden Planning Board, on file at the Penobscot County Registry of Deeds in Map File Nos. 2001-70 and 2001-71, as amended by the: (1) Final Subdivision Plan - Amendment No. 1 recorded in said Registry in Map File Nos. 2002-89 and 2002-90, (2) Final Subdivision Plan, Amendment 2 (addition of Business Court and Commerce Court) on June 20, 2007, recorded in said Registry in Map File No. 2007-112 and (3) Final Subdivision Plan Amendment 3 (Reconfiguration of Carey Circle) on September 10, 2014, recorded in said Registry in Map File Nos. 2014-60 and 2014-61.

Hampden Business and Commerce Park. The term Hampden Business and Commerce Park shall be synonymous with the term "subject property" and shall mean all of the real property now or hereafter made subject to this declaration, including but not limited to the property shown on the Final Subdivision Plan.

Improvement - Improvements. The term "improvement" or "improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls and barriers, storage facilities, retaining walls, stairs, decks, water lines, sewers, electrical and gas distribution facilities, hedges,

windbreaks; plantings, planted trees and shrubs, poles, signs, loading areas, and all other structures, installations, and landscaping of every type and kind, whether above or below the land surface.

Lot. The term "lot" shall mean any lot or other tract or parcel of land located within the subject property as shown on the Final Subdivision Plan. This definition does not preclude establishing improvements across interior lot lines of lots held in common ownership.

Low Impact Outdoor Recreation. The term "low impact outdoor recreation" shall mean outdoor recreation, nature observation and study which is dispersed, traditional non-commercial outdoor activities that do not generally rely on buildings or spectator facilities, and may include hiking, bird watching, picnicking, cross-country skiing, snowmobiling, snow-shoeing, bicycling, horseback riding, primitive non-commercial camping, and outdoor education, including scientific and archeological research and observation.

Master Plan. The Hampden Business and Commerce Park master plan approved by the Town of Hampden Planning Board developed by WBRC Architects- Engineers dated April 27, 2001, a copy of which is on file at the Town Clerk's Office in Hampden, Maine. The plan shall include items identified on the Final Subdivision Plan as amended.

Occupant. A person or entity that is in possession of and is occupying or using any improvements located on a lot. The term includes, but is not limited to, an owner, lessee, optionee, or party in possession.

Owner. A person or entity that holds title to a lot as evidenced by records recorded in the Penobscot County Registry of Deeds.

Phase. This term shall represent certain lots within the Hampden Business and Commerce Park Subdivision and further identified on the Amendment 3 Final Subdivision Plan:

Phase 1. Phase 1 is lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 18 within the Hampden Business and Commerce Park Subdivision.

Phase, East. East Phase is lots 33, 34, 35, 36 and 37 within the Hampden Business and Commerce Park Subdivision.

Phase, West. West Phase is lots 17, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32 within the Hampden Business and Commerce Park Subdivision.

Record-Recorded-Recordation. The terms shall mean, with respect to any document, the recordation of said document in the Registry of Deeds of the County of Penobscot, State of Maine.

Sign. Any structure, devise, or contrivance, electric or non-electric, upon or within which any poster, bill, bulletin, printing, lettering, painting, devise, or other advertising of any kind whatsoever is used, placed, posted, tacked, nailed, posted, otherwise fastened or affixed.

Street. Any public or private way as shown on the Final Subdivision Plan.

Subject Property. Synonymous with the term "Hampden Business and Commerce Park", or any lot therein, and shall mean all of the real property now or hereafter made subject to this Declaration.

Substantial Completion. The date at which the building can be fully utilized for its intended purpose.

Visible from Neighboring Property and/or Street R/O/W. The term "visible from neighboring property and/or Street R/O/W" shall mean, with respect to any object on the lot, that as determined by the Design Review Board, such object is or would be visible from a point measured six (6) feet above the grade at the property line of any adjacent lot or street right of way, except that objects greater than 35 feet above grade are exempt from this definition.

Other Definitions. Any term not defined herein shall have its customary dictionary definition.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

2.1 GENERAL DECLARATION

Declarant hereby declares that all of that real property located in the Town of Hampden, County of Penobscot, State of Maine, as shown on the following plans:

Final Subdivision Plan entitled Hampden Business and Commerce Park recorded in the Penobscot County Registry of Deeds in Map Files No. 2001-70 and 2001-71, as amended by Final Subdivision Plan -Amendment No. 1 recorded in said Registry of Deeds in Map File Nos. 2002-89 and 2002-90.

Final Subdivision Plan, Amendment 2 (addition of Business Court and Commerce Court) on June 20, 2007, recorded in said Registry in Map File No.2007-112 and

Final Subdivision Plan Amendment 3 (Reconfiguration of Carey Circle) on September 10, 2014, recorded in said Registry in Map File Nos.2014-60 and 2014-61

shall be sold, held, conveyed, encumbered, leased, rented, used, occupied, improved, maintained or transferred in whole or in part, subject to the limitations, restrictions, conditions, covenants, liens and provisions set forth in this Declaration, all of which are declared and agreed to be in furtherance of a general plan for the subdivision, improvement, and sale of said real property and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of

the subject property and every part thereof. All of said limitations, restrictions, conditions, covenants, liens and provisions of this Declaration shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest therein or any part thereof.

2.2 ADDITION OF OTHER REALTY

Declarant may, but shall have no obligation to, add at any time or from time to time additional land to the scheme of this Declaration. The addition of additional land to the scheme of this Declaration shall be made and evidenced by filing in the Penobscot County Registry of Deeds a supplementary Declaration with respect to the additional land to be added. Declarant reserves the right to so amend and supplement this Declaration without the consent of any party who may have any right, title, or interest to the subject property. Upon addition of additional land to the scheme of this Declaration, said additional land shall be and become subject to this Declaration.

ARTICLE III CONSTRUCTION OF IMPROVEMENTS

3.1 APPROVAL OF PLANS REQUIRED

The provisions of the Declaration of Covenants, Conditions, and Restrictions for the Hampden Business and Commerce Park outlined in Section 3.1 through 3.4 shall only apply to Phase 1, and do not apply to East Phase and West Phase as defined. No exterior improvements shall be commenced, erected, placed, altered, maintained, or permitted to remain on any lot, nor shall any addition, change or alteration of any improvements be made, until final plans and specifications shall have been submitted to and approved in writing by the Hampden Planning Board. ~~Town Manager. The Town Manager shall delegate administrative duties related to the subject property to the Design Review Board and the Economic Development Director.~~ Such final plans and specifications shall be submitted in accordance with Zoning Ordinance Article 4.1 Site Plan Review, as may be amended or replaced from time to time, with ten (10) duplicate copies over the authorization signature of the owner of the lot or the owner's authorized agent, along with a set in such electronic format as may be designated by Declarant. Such plans and specifications shall be in such form and shall contain such information as may be reasonably required by the Planning Board ~~Design Review Board, Economic Development Director, or the Town Manager~~ or Town Planner, but shall in any event include those items listed in III.1.a through and III.1.b of this paragraph. The Planning Board must make a positive finding that the standards contained herein are satisfied in addition to the standards contained in Article 4.1 Site Plan Review, as may be amended or replaced from time to time.

A site development plan or plans shall include the nature, grading scheme, shape, composition, and location of all structures (including proposed front, rear, and side setback lines and all stream and wetland buffers), and all structures within three hundred (300) feet of any property line, and the number and location of all parking spaces and driveways, landscaping, buildings, lighting and signage accessory buildings, fences, storage areas, trash collection, antennas, and:

III.1.a. - A plan showing all landscaping elements for the particular lot, including botanical/common name, size, condition, and "hard" landscape elements, and;

III.1.b. - Building exterior elevations of each facade showing dimensions, all building windows and doors, materials, and exterior color scheme and any external mechanical systems, and;

~~III.1.c. - All building plans submitted must be stamped by a licensed State of Maine architect before final approval, and; deleted.~~

~~III.1.d. - All site plans submitted must be stamped by a licensed State of Maine professional engineer before final approval, and; deleted.~~

~~III.1.e. - All plant and landscape plans must be stamped by a licensed State of Maine landscape architect before final approval. deleted.~~

3.2 BASIS FOR APPROVAL

Approval shall be based, among other things, upon adequacy of site dimensions, adequacy of structural design, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements upon neighboring lots, proper facing of main elevation with respect to nearby streets, adequacy of screening of mechanical, air-conditioning, or other roof-top installations, and conformity of the plans and specifications to the purpose and general plan and intent of this Declaration, and in reasonably close conformance with the approved Hampden Business Park master plan, as amended, and the final subdivision plan.

Plans that provide for metal-clad buildings will be approved only on the condition that such buildings are designed and built in accordance with the requirements of Section 4.4, ~~are designed by a licensed architect, and are specifically approved in writing by Declarant.~~

Plans for plantings and landscape improvements will be approved only on the condition that materials, placement, and form are designed and built in accordance with the Landscaping Plans for the Hampden Business and Commerce Park. ~~are designed by a licensed landscape architect, and are specifically approved in writing by Declarant.~~

Declarant shall not arbitrarily or unreasonably withhold its approval of any plans and specifications. Except as otherwise provided in this Declaration, Declarant, by and through the ~~Design Review~~ Hampden Planning Board, shall have the right to disapprove any plans and specifications submitted hereunder on any reasonable grounds including, but not limited to, the following:

1. Failure to comply with any of the limitations, restrictions, conditions, and covenants set forth in this Declaration;
2. Failure to include information in such plans and specifications as may have been reasonably requested by the Planning Board ~~Town Manager~~;
3. Failure to reasonably comply with the Hampden Business and Commerce Park Master Plan;
4. Objection to the exterior design, the appearance of materials, or materials employed in any proposed structure;
5. Objection on the ground of incompatibility of any proposed structure or use with existing structures or uses upon other lots, or other property in the vicinity of the subject property;
6. Objection to the locations of any proposed structure with reference to other lots, or other property in the vicinity;
7. Objection to the grading or landscaping or parking plan for any lot;
8. Objection to the color scheme, finish, proportions, style of architecture, height, bulk, or appropriateness of any structure;
9. Any other matter that, in the judgment of the Planning Board, would render the proposed improvements or use inharmonious with the general plan for improvement of the subject property or with improvements located upon other lots or other property in the vicinity.

3.3 ACTION

Declarant, by and through the Planning Board ~~Design Review Board~~, may approve plans and specifications as submitted, or as altered or amended, or it may grant its approval to the same subject to specific conditions, or it may deny approval. Upon approval or conditional approval by Declarant of any plans and specifications submitted, a copy of such plans and specifications, or the revised plans, together with any conditions, shall be deposited for permanent record with Declarant, and a copy of such plans and specifications, bearing such approval together with any conditions, shall be returned to the applicant submitting the same. If the Declarant fails to act within 10 business days from the date the plan is deemed complete, the plan is deemed denied. A time extension may be granted in writing by the applicant.

3.4 APPEAL Deleted

~~Any party aggrieved by a decision of the Design Review Board or Town Manager shall have the right to make a written request to the Hampden Planning Board, within thirty (30) days of such decision, for a review thereof. The Planning Board may uphold, overturn, or modify the decision on appeal. The decision of the Planning Board shall be final for the purposes of this Declaration.~~

3.5 PROCEEDING WITH WORK

Upon receipt of approval from Declarant pursuant to Section 3.3, the applicant, shall, as soon as practicable, satisfy any and all conditions of such approval and shall diligently proceed with the commencement of and shall diligently and continuously pursue the completion of all approved

excavation and construction. In all cases, work shall commence within one (1) year from the date of approval, and if work is not so commenced, approval shall be deemed revoked unless Declarant, pursuant to written request made and received prior to the expiration of said one (1) year period, extends the period of time within which work must be commenced.

3.6 COMPLETION OF WORK

Any improvement commenced pursuant hereto shall be substantially completed within two (2) years from the date of Declarant's approval pursuant to Section 3.3, except that if such substantial completion is rendered impossible, or unless work upon the proposed improvements would impose a great hardship upon the applicant to whom Declarant's approval is given, due to strike, fire, national emergency, natural disaster, or other supervening force beyond the control of the applicant, Declarant may, upon written request made and received prior to the expiration of the two (2) year period, extend the period of time within which work must be completed. Failure to comply with this section shall constitute a breach of this Declaration and subject the party in breach to the enforcement procedures set forth in Article VII. Nothing in this paragraph shall be deemed to extend any construction start or completion date required by the Planning Board, Zoning Ordinance or other ordinance or regulation.

All disturbed areas on any Lot must be revegetated in accordance with good erosion practice methods within three (3) months if disturbed during the growing season and within nine (9) months if disturbed during the non-growing season.

All revegetation must be completely established within one year from the time of disturbance.

If all elements of the approved plans and specifications are not substantially completed in accordance with the terms and conditions of this Declaration or such terms and conditions as may be included in a deed of conveyance, the owner shall be assessed a late penalty of \$100 for each day beyond the completion deadline that the project is not substantially completed. Said late penalty shall be payable to Declarant, and the owner shall also be obligated to pay any of Declarant's reasonable costs incurred to collect the same, including reasonable attorney's fees and expenses.

Within sixty (60) days from substantial completion, the Owner shall submit two (2) copies of final record drawings to the Declarant, along with a set thereof in such electronic format as may be designated by Declarant.

3.7 DECLARANT NOT LIABLE

Nothing in this Declaration shall be deemed to constitute an undertaking by the Declarant to perform any particular act with respect to the subject property, nor to assume liability or indemnify any person for any damage, loss, or prejudice suffered or claimed by any person on account of:

- a. The approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective.
- b. The construction of any improvement, or performance of any work, whether or not pursuant to approved plans, drawings, and specifications.
- c. The development or use of any lot within Hampden Business and Commerce Park, or enforcement or failure by the Declarant to enforce any of the covenants, conditions, or restrictions contained herein.

3.8 CONSTRUCTION WITHOUT APPROVAL

If any improvement shall be commenced, erected, placed, or maintained upon any lot, or any new use commenced upon any lot, other than in accordance with the approval by the Declarant pursuant to the provisions of this article, such improvement shall be deemed to have been undertaken in violation of this Declaration, then upon written notice from Declarant, any such improvement shall be removed or altered so as to conform to the approval by the Declarant, and any such use shall cease or be altered so as to conform to the approval by the Declarant within thirty (30) days after receipt of such notice. Thereafter, any party who remains in breach of the approval shall be subject to the enforcement procedures set forth in Article VII.

3.9 STARTING TIME AND REPURCHASE OPTIONS

- a. Lots are conveyed with the intent that the owner will build thereon, and not for purposes of speculation. Conveyance of lots shall be specifically made upon the condition that commencement of construction shall begin within one year from the date of said conveyance and that substantial completion of construction, including paving of access ways, walkways and parking lots and the grading and landscaping of the surrounding grounds, shall be substantially completed within two (2) years from the date of Declarant's approval pursuant to Section 3.3. In the event owner shall fail to commence construction within one (1) year from the date of conveyance, the Declarant may at its option and after written notice of 30 days, declare a violation of these covenants and upon tender of the original purchase price for the lot by Declarant to owner, the owner shall, notwithstanding any improvements to the lot, execute and deliver to the Declarant a deed conveying the subject lot to the Declarant. Owner shall have no right, remedy or recourse against the Declarant for the cost or value of any improvements, nor a cause or claim for unjust enrichment, quantum merit, or other similar relief.
- b. In the event any owner of land lying within the Hampden Business and Commerce Park shall desire to sell all or part of the land which at the time is unimproved, then the Declarant shall have the prior right and option to repurchase the unimproved premises proposed to be sold at the same price per acre paid by the Owner for said land when originally acquired from the Declarant.
- c. Prior to any sale of such premises, the owner of such lot, or the owner's successors or assigns, shall notify the Declarant in writing of intention to sell, describing the premises to be sold and the Declarant shall have sixty (60) days from the date of receipt of such notice to exercise its

option, and in the absence of written notification sent by the Declarant of its election to exercise said option, such owner shall be free to sell such premises to any person and at any price deemed desirable by such owner.

- d. In the event of any repurchase by the Declarant under paragraphs a, b, and c hereof, the purchaser upon tender of the repurchase price, shall execute and deliver to the Declarant a Quitclaim Deed with Covenant to said premises conveying thereby marketable title to the same free and clear of all encumbrances, except those encumbrances contained in the original deed from Declarant.

3.10 RIGHTS RESERVED TO DECLARANT

- a. The property subject to this Declaration is also subject to the reservation to the Declarant for itself, its successors and assigns, of easements and rights of way ten (10) feet in width along all front lines of all lots and as may be shown on the final subdivision plan for all purposes relating to the installation and maintenance of utilities and/or for the installation and maintenance of drainage ways and structures. The areas encumbered by these easements are parallel, and interior to and adjacent to all lot boundaries and this reservation shall include the right of entry by men and machines. In addition, a 10' pedestrian easement is reserved along all property lines for the purposes of public pedestrian egress.
- b. In recognition of the fact that Declarant, or its successors and assigns, will be undertaking the work of constructing the Hampden Business and Commerce Park, nothing in this Declaration shall be understood or construed to prevent the Declarant, or its successors, assigns, employees, agents, contractors or sub- contractors, from doing whatever they may determine to be reasonably necessary or advisable for the completion of the work and the establishment of the Park, and the disposition of lots by sale, lease, or otherwise.

3.11 WETLAND DISTURBANCES

No disturbances may occur within any delineated wetlands as shown on the "Site Grading and Erosion Control Plan" (Sheets CGJ01 and CGI02), prepared by WBRC Architects/ Engineers, dated March 16, 2001, and recorded in the Penobscot County Registry of Deeds in Map Files 2002-275 and 2002-276, respectively, other than filling as specifically shown on said plan, unless said plan is amended with the written approval of the Declarant, and with the requisite governmental approvals. Any such amendments to said plan must be recorded in said Registry. Costs of any such amendments, including permitting, shall be the responsibility of those seeking such amendment(s).

3.12 BUFFER AREAS AND OPEN SPACE

No disturbances may occur within any delineated stormwater buffer treatment areas or open space areas designated on the final subdivision plan, except for the removal of dead or dying trees or shrubs, and in accordance with the requirements of the Site Location of Development Permit or Natural Resource Protection Act Permit, as amended, unless said plan is amended with the written

approval of the Declarant, the Hampden Planning Board and Maine Department of Environmental Protection (MDEP). Any such amendments for alternative treatment methods or areas must be recorded in said Registry. Costs of any such amendments, including permitting, shall be the responsibility of those seeking such amendment(s). Exceptions to this restriction include the annual maintenance or mowing of non-wooded buffers, low impact outdoor recreation and recreational trail development within open space areas retained by the Declarant, and maintenance or repair of utilities within easements identified on the subdivision plan. In the event that MDEP requires that a Declaration be recorded in the Registry of Deeds, the more strict provisions shall apply.

ARTICLE IV DEVELOPMENT STANDARDS

4.1 GENERAL REQUIREMENTS

All improvements shall comply in every respect with all applicable laws and ordinances of the United States, the State of Maine, and the Town of Hampden, including zoning restrictions, landscaping, and site development standards under applicable Town of Hampden ordinances.

4.2 MINIMUM SETBACK (As amended 10/15/07)

Notwithstanding any lesser setback requirements under Town of Hampden zoning ordinances, no improvements of any kind, and no part thereof, shall be placed closer than permitted by Declarant to an interior property line or right-of-way, except as otherwise provided in Section 4.3.

- a. Front, side and rear setbacks – no buildings shall be placed outside the building area limit for each lot as depicted on the subdivision plan, or within 20' of a property line.
- b. Building to parking setback– no less than 5' between parking spaces and principal buildings, except no less than 20' for entrance drives.
- c. Impervious area setbacks– no paved areas, parking spaces, loading spaces and associated driveways and access aisles shall be placed outside the impervious area limit for each lot as depicted on the subdivision plan, or within 20' of the front property line or 10' of the side and rear property lines, except for entrance drives.

4.3 EXCEPTIONS TO SETBACK REQUIREMENTS

The following improvements, or parts of improvements, are specifically excluded from the setback requirements set forth in Section 4.2:

- a. Walkways;
- b. Fences, subject to the requirements set forth in Section 4.7;
- c. Landscaping and irrigation systems;
- d. Low planters;

- e. Business park identification signs, directional and parking signs, and signs identifying the occupant of a lot, subject to the prior written approval of Declarant, compliance with the Town of Hampden's Zoning Ordinance, and the requirements of Section 4.5 of this Declaration;
- f. Lighting facilities, subject to the prior written approval of Declarant; and
- g. Underground utility facilities and sewers.

4.4 STRUCTURES AND ARCHITECTURAL STANDARDS

The provisions of this section shall only apply to Phase 1 of the Park.

- a. All buildings and other site improvements shall be built in conformance with all applicable laws, including any building code adopted by the Town of Hampden or the State of Maine.
- b. Building primary facades (front face of building) visible from Route 202 and the Business & Commerce Park contained in Phase 1 of the final subdivision plan's road network shall incorporate design elements which create visual interest. These primary facing facades shall not be blank walls, but shall incorporate windows, entry treatments, variations in plane, variation in roof shapes, and other architectural features to create visual interest, and to distinguish them from simple industrial structures. Development of continuous covered porches or arcades serving multiple businesses is encouraged. Building facades shall be designed and detailed to develop a human scale, present in the appearance of commercial storefront and recognizable entry elements. For the purposes hereof, the term human scale shall mean that the building facade shall use construction products or detailing which refer to modules or scale of the human body.
- c. Color scheme and finish for all metal, including roofs, shall be pre-painted. Trim (window, doors, roof edge, eaves, etc.) shall be articulated by color different than the building's siding color. Generally, colors should relate to the setting (landscape). Bold hues and bright saturated colors shall be discouraged.
- d. Buildings less than 10,000 s.f. footprint shall be proportioned such that the roof eave to ridge heights do not exceed the building facade height (ground to eave). Building footprint shall be contained within the building area limits designated on the approved final subdivision plan.
- e. Roof slopes shall be 5"/12" minimum for buildings with footprints less than 10,000 s.f., and ½"/12" for others. Provided, however, that roof slopes for metal frame buildings with footprints less than 10,000 s.f. shall be a minimum of 3"/12". Roof eaves shall be projected 6" minimum beyond the exterior of all wall surfaces and trimmed, and 12" beyond for buildings having less than 10,000 s.f. footprint. (As amended 10/15/07).
- f. Acceptable exterior materials include:
 - 1) Finished concrete.
 - 2) Finished masonry or masonry units, such as stone, brick, structural facing tile and ceramic tile.
 - 3) "Shallow" corrugated or flat metal panels.
 - 4) Aluminum/glass curtain wall systems.
 - 5) Wood siding, to include solid wood materials such as clapboards but not including pre-manufactured panels such as T1-11.

- 6) Architectural grade vinyl siding.
- 7) Aluminum doors and window systems.
- 8) Exterior insulation finish systems (EIFS).

4.5 SIGNS

No sign shall be permitted on any lot unless approved by Declarant in writing.

No sign shall be approved other than signs identifying the building or the business of the occupant of a lot, business park identification signs, informational, and vehicular control signs, signs offering the lot for sale or lease, and temporary development signs. All signs must comply with the Hampden Zoning Ordinance and the following requirements:

- a. Freestanding Occupancy Identification Signs shall be no more than twelve (12) feet in height above the average grade elevation of the site around the sign; shall be located on the frontage facing the Hampden Business and Commerce Park access road, no more than twenty-five (25) feet nor less than eight (8) feet from the front property line; nor shall such signs be supported above the base or ground immediately beneath them by a single post. They shall be unlit, or indirectly lit by either back lighting through opaque sign facing or by spotlight. No neon, no intermittent or moveable character signs shall be permitted.
- b. Occupant Identification Signage on a Building shall not extend above a parapet or eaves line (or obscure such building line) and shall not be erected on more than two walls of any building.
- c. Deviations from these standards may be granted by the Declarant upon submission of a written request.

4.6 LANDSCAPING

Within ninety (90) days following completion of construction each lot shall be landscaped in accordance with the plans and specifications, except when the completion of the landscaping would impose a great hardship upon the applicant due to weather or climatic conditions. Declarant may, upon written request made and received prior to the expiration of the ninety (90) day period, extend the period of time within which work must be completed.

- a. The area of each lot between any street and any minimum setback line shall be landscaped with a combination of trees, shrubs, and other ground cover providing a buffer and transition zone from streetscape to site. All other undeveloped portions of a lot shall be landscaped in a complementary and similar manner.
- b. The perimeters of parking areas shall be landscaped with year round plant material or earth berms or a combination of both to screen said areas from view and lessen the impact on neighboring sites.
- c. Within parking areas, parking spaces shall be broken up by landscaped islands such that for every 20 parking spaces there is one landscaped island containing at least 650 square feet, at least one deciduous tree, and planted with low shrubbery.
- d. After completion, such landscaping as is herein required shall be maintained in a sightly and well kept condition. If, in Declarant's reasonable opinion, the required landscaping is not maintained

in a slightly and well-kept condition, Declarant shall be entitled to the remedies set forth in Article VII.

e. Minimum planting sizes:

Deciduous shade trees	2" Caliper
Coniferous trees	5-7' Height
Deciduous shrubs	18-24"
Coniferous shrubs	18-24"

Planting sizes may be waived at the Declarant's discretion and approval by landscape architect.

f. ~~The Declarant may require planting not to exceed in cost two (2) percent of the total development costs. This percentage is cumulative and shall be determined using the following chart:~~

Development Cost	Percentage
First \$1 - \$250,000	2%
From \$251,000 - \$500,000	1.5%
From \$500,000 & over	.5%

For example;

Total development cost is \$600,000.00	
First \$250,000 @ 2%	= \$5,000.00
Next \$250,000 @ 1.5%	= \$3,750.00
Final \$100,000 @ .5%	= \$ 500.00
Total Minimum Planting Budget	= \$9,250.00

The applicant shall provide a suitable performance bond or other form of security to guarantee the performance and completion of all planting required pursuant to this section, which bond or security shall also guarantee plantings for a period of one (1) year after installation. Landscaping shall be maintained thereafter by the property owner at a level consistent with the site plan approval. In determining the amounts of planting to be required, the Declarant shall take into account:

- 1) Existing trees, shrubs, evergreens and other vegetation to be preserved on the site.
- 2) Visibility of incompatible or unsightly areas from roads and/or adjoining properties.
- 3) Shade trees and landscape strips in relation to existing and planned streets.

4.7 FENCES

All fences are subject to the provisions of this section.

- a. A fence six feet high or less may be placed up to but not on a property line so that both sides of the fence can be erected and maintained from the property of the person erecting the fence.

- b. A fence more than six feet high shall be considered a structure subject to normal setback requirements for the zoning district, unless otherwise approved by the Declarant during site plan review.
- c. A fence shall be erected so that its "good side" shall face an abutting property or roadway.
- d. Any fence located adjacent to a publicly owned or maintained sidewalk, bike path or pedestrian way shall not be located closer than two feet to such public facility.
- e. The Declarant reserves the right to approve the location and design of all fences, and no fence shall be constructed without written approval from the Declarant.

4.8 PARKING AREAS, LOADING AREAS, AND DRIVEWAYS

Off-street parking adequate to accommodate the parking needs of the development and the employees and visitors thereof shall be provided for each Lot. The intent of this provision is to eliminate the need for any on-street parking. If parking requirements increase as a result of a change in the use of a lot or in the number of persons employed thereon, additional off-street parking shall be provided so as to satisfy the intent of this section. All parking areas shall conform to the following standards:

- a. Parking areas shall be paved so as to provide dust free, all weather surfaces.
- b. Each parking space provided shall be designated by lines painted upon the paved surface.
- c. Provision shall be made on each site for any necessary vehicle loading, and no on-street vehicle loading shall be permitted.
- d. Loading dock areas shall be set back, recessed, or screened to minimize visibility from neighboring properties or streets.
- e. No more than one (1) entrance or exit driveway per Lot shall be permitted except in extraordinary circumstances approved by the Declarant, or as identified on the master plan.

4.9 STORAGE AREAS

All storage of bulk materials, including but not limited to such things as coal, wood, pulp, raw materials shall be located completely within a building or other space adequately screened from public view, as approved by the Design Review Board. Any fences, walls or plantings used for such screening purposes shall be located not less than twenty (20) feet from any property line. Outside storage of materials, supplies, or equipment, including trucks or other motor vehicles, shall be permitted only if:

- a. The material equipment, or objects stored outside are necessary and accessory to the activities regularly conducted on the premises;
- b. The area devoted to outside storage is limited and does not dominate the site or appear unattractive from neighboring sites, as determined by the Design Review Board.
- c. The area is screened on the sides and harmonizes with the architecture, landscaping, design, and appearance of neighboring structures and other surroundings, and in reasonably close conformance to the master plan; and

- d. The area is located upon the rear portions of a lot, unless otherwise approved in writing by Declarant.

4.10 LIGHTING

Lights used to illuminate parking areas and drives shall be so arranged and designed as to deflect light downward and away from adjacent residential areas and public highways. Lights shall be of a "downshield luminaire" type where the light source is not visible from any public highway or from adjacent properties.

Only fixtures, which are shielded, do not expose a light source, and which do not allow light to "flood" the property are permitted to be attached to buildings. All lighting must be approved in writing by Declarant.

When illumination is required for part or all of a structure, the illuminating device shall be designed, located and adjusted so as to not cast light directly on adjacent properties or roadways.

4.11 SPECIAL PROVISIONS

In addition to the requirements of Section 4.1-4.8, site plans for development in the Hampden Business and Commerce Park shall be consistent with the requirements of this sub-section. The Hampden Business and Commerce Park is to become a pleasant commercial area in which all visual and functional elements form an integrated design plan. Route 202 connects Hampden and Bangor centers and the site lies in the path of planned recreation trails and alternative transportation links. Site plans for proposed new developments must acknowledge this basic pattern and reinforce it by defining public spaces and walkways, and by providing appropriate landscaping and features.

Design Requirements

- a. New buildings shall be sited to create pleasant outdoor spaces, and to create visual and pedestrian linkages between existing buildings.
- b. Public spaces shall be created to connect to and reinforce the circulation pattern and recreation paths. These public spaces shall be designed at a human scale and furnished with appropriate features such as benches, plantings, public sculptures, bike racks, and pedestrian scaled and styled light fixtures.
- c. Public walkways shall be created and shall be suitably landscaped and furnished with attractive pavement, plantings, pedestrian scaled and styled light fixtures, and other amenities
- d. The location and design of buildings, public spaces and walkways shall create pleasant and effective termini for views to and from the site.
- e. The southerly views from this area towards the agricultural land and Penobscot River beyond are an important public resource. Prominent public vantage points for these views must be identified and the visual corridors from these vantage points to this resource must be protected

and enhanced. Building envelopes have been defined which will prevent these visual corridors from being interrupted by new buildings or landscaping.

- f. The wetlands and waterways shall be utilized as the focal point for the public open space, which shall be designed as a more natural open space rather than developed parks, plazas, or greens. The open space should be accessed by walkways and bikeways, and should be accessible from the buildings.

ARTICLE V USES AND OPERATIONS

5.1 NO FURTHER SUBDIVISION OF LOTS

No lot as shown on the Final Subdivision Plan shall be subdivided without the prior approval of the Declarant and the Hampden Planning Board. No building shall be constructed, erected or placed on any lot other than shown on said Plan, or an amended subdivision plan as approved by the Planning Board and recorded in the Penobscot County Registry of Deeds.

5.2 PERMITTED USES

Lots shall be used for light manufacturing, assembly, research and testing laboratories, professional and other business offices, call centers, warehouses and other acceptable uses permitted by the Town of Hampden Zoning Ordinance, provided that Declarant specifically consents to such use in writing.

Such approved use shall be performed or carried out entirely within a building that is so designed and constructed that the enclosed operations and uses do not cause or produce a nuisance to other lots or property, such as, but not limited to, vibration, sound, electro mechanical disturbances, electromagnetic disturbances, radiation, air or water pollution, dust, or emission of odorous, toxic, or nontoxic matter (including steam). Certain activities that cannot be carried on within a building may be permitted, provided Declarant specifically consents to such activity in writing and further provided that such activity is screened so as not to be highly visible. The screening or fencing shall be attractive from neighboring property and streets. All lighting is to be shielded so as not to be directly visible from neighboring property or to cause glare on neighboring streets and properties.

5.3 PROHIBITED USES

The following operations and uses shall not be permitted on any property subject to this Declaration:

- a. Junk yards; wrecking yards; automobile graveyards; or automobile recycling business;
- b. Recycling facilities (unless accessory to the primary activities regularly conducted on the premises);
- c. Mining, drilling for, or removing oil, gas, or other hydrocarbon substances;

- d. Refining of petroleum or of its products;
- e. ~~Warehousing uses when not combined with an intermodal function, primary manufacturing, assembly, office, or other use more in keeping with the Town's economic goals for the park as outlined in Recital 4 above. deleted.~~
- f. Commercial excavation of building or construction materials, provided that this prohibition shall not be construed to prohibit any excavation necessary in the course of approved construction pursuant to Article III;
- g. Dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or other refuse;
- h. Uses prohibited by federal, state, or local law, including applicable Town of Hampden Zoning Ordinance provisions ~~and other uses deemed objectionable by the Economic Development Committee or Town Council;~~
- i. No use shall be made of any lot or any portion thereof which would allow access to transportation or utility systems through such lot to any property not controlled by the Town of Hampden without approval of the Town of Hampden;
- j. Non-taxable uses are prohibited unless approved by the Hampden Town Council because they are generally inconsistent with the goals of Recital 4 above.

5.4 NUISANCES

No nuisances shall be permitted to exist or operate upon on any Lot so as to be offensive or detrimental to any adjacent Lot or property or to its occupants. A nuisance shall include, but not be limited to, any of the following conditions:

- a. Any use, excluding reasonable construction activity, of the Lot that emits dust, sweepings, dirt, or cinders into the atmosphere, or discharges liquid, solid wastes, or other matter into any stream, river, or other waterways that, in the opinion of the Declarant, may adversely affect the health, safety, comfort, or intended use of property by persons within the area. No waste nor any substance or materials of any kind shall be discharged into any public sewer serving the subject property or any part thereof in violation of any regulation of the Town of Hampden;
- b. The escape or discharge of any fumes, odors, gases, vapors, steam, acids, or other substances into the atmosphere, which discharge, in the opinion of Declarant, may be detrimental to the health, safety, or welfare of any person or may interfere with the comfort of persons within the area or may be harmful to property or vegetation;
- c. The radiation or discharge of intense glare or heat, or atomic, electromagnetic, microwave, ultrasonic, laser, or other radiation. Any operation producing intense glare or heat or such other radiation shall be performed only within an enclosed or screened area and then only in such manner that the glare, heat, or radiation emitted will not be discernible from any point exterior to the site or lot upon which the operation is conducted;
- d. Excessive noise. At no point outside of any lot shall the sound pressure level of any machine, device, or any combination of same, from any individual plant or operation, be offensive or

detrimental to any adjacent lot or property or to its occupants, as determined by the Design Review Board;

- e. Excessive emissions of smoke, steam, or particulate matter. Emission of dust, fly ash, fumes, vapors or gases which could damage human health, animals, vegetation, or property, or which could soil or stain persons or property, at any point beyond the lot line of the establishment creating that emission shall be prohibited. All such activities shall also comply with applicable Federal and State regulations;
- f. Ground vibration. Buildings and other structures shall be constructed and machinery and equipment installed and insulated on each lot so that the ground vibration inherently and recurrently generated is not perceptible without instruments at any point exterior to any lot.
- g. Trash and refuse outdoors if not contained in a proper receptacle in a refuse collection area.

5.5 CONDITION OF PROPERTY

The occupant of any lot shall at all times keep it and the buildings, improvements, and appurtenances thereon in a safe, clean, and wholesome condition and comply, as its own expense, in all respects with all applicable governmental, health, fire, and safety ordinances, regulations, requirements, and directives, and the occupant shall at regular and frequent intervals remove at its own expense any rubbish of any character whatsoever that may accumulate upon such lot.

5.6 MAINTENANCE OF GROUNDS

Each occupant shall be responsible for the maintenance and repair of all parking areas, driveways, walkways, and landscaping on his/her lot. Such maintenance and repair shall include, without limitation, up to the public travel way including any easements, esplanades, tree protection zone, and joint or shared parking areas. Each occupant shall be responsible for:

- a. Maintenance of all parking areas, driveways, and walkways in a clean and safe condition, including the paving and repairing or resurfacing of such areas when necessary with the type of material originally installed thereon or such substitute therefor as shall, in all respects, be equal thereto in quality, appearance, and durability, the removal of debris and waste material and the washing and sweeping of paved areas, the painting and repainting of striping markers and directional signals as required;
- b. Cleaning, maintenance, and re-lamping of any external lighting fixtures; and
- c. Performance of all necessary maintenance of all landscaping, including the trimming, watering, and fertilization of all grass, groundcover, shrubs, or trees, the removal of dead or waste materials, the replacement of any dead or diseased grass, groundcover, shrubs, or trees.

5.7 REMEDIES FOR FAILURE TO MAINTAIN AND REPAIR

Each lot owner and occupant thereof shall promptly maintain and repair their premises per Article V but if owner or occupant shall fail to do so after fifteen (15) days written notice by Declarant, then the Declarant may pursue those remedies described in Article VII.

5.8 REFUSE COLLECTION AREAS

All outdoor refuse collection areas shall be screened to minimize visibility from neighboring property or streets and setback at least ten (10) feet from the Street right-of-way. No refuse collection area shall be permitted between a subdivision street and the front of a building.

5.9 REPAIR OF BUILDINGS

No building or structure upon any Lot shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

5.10 PUBLIC UTILITIES

Declarant reserves the exclusive right to approve installation of utility lines across the subject property. Declarant will consult with any Lot owner before such installation and shall attempt to accommodate Lot owner concerns. The appropriate governmental authority must approve the construction and operation of public utilities in rights-of-way dedicated to the public.

5.11 UTILITY LINES AND ANTENNAS

No sewer, drainage, or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals, including telephone, television, microwave, or radio signals, shall be constructed without approval by the Declarant. Notwithstanding the requirements of the Hampden Zoning Ordinance, no antenna or tower for the transmission or reception of telephone, television, microwave, or radio signals shall be placed on any Lot within the subject property without the consent of the Declarant, which shall not be unreasonably withheld. Nothing contained herein shall be deemed to forbid the erection or use of temporary power or telephone power or telephone facilities incidental to the construction or repair of buildings on the subject property.

5.12 MECHANICAL EQUIPMENT

All mechanical equipment, utility meters, storage tanks, air conditioning equipment, and similar items shall be screened with landscaping or attractive architectural features integrated into the structure itself, and shall not be visible from neighboring properties or street rights of way as defined in Article I.

5.13 MINERAL EXPLORATION

No portion of the subject property shall be used in any manner to explore for or to remove any steam, heat, oil, or other hydrocarbons, gravel, earth, or any earth substances or other mineral of

any kind, provided, however, that this shall not prevent the excavation of earth in connection with the grading or construction of improvements within the subject property.

5.14 OTHER OPERATIONS AND USES

Operations and uses that are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case if operational plans and specifications are submitted to and approved in writing by Declarant in accordance with the procedures set forth in Article III of this Declaration. Approval or disapproval of such operational plans and specifications shall be based upon the effect of such operations or uses on other property subject to this Declaration or upon the occupants thereof, but shall be in the sole discretion of Declarant.

ARTICLE VI MODIFICATION AND REPEAL

6.1 MODIFICATION BY DECLARANT

The Declarant, at its sole discretion, may modify or amend the provisions of this Declaration, provided, however, that:

- a. Prior to any such modification or amendment, Declarant shall obtain the approval of any governmental agency to such modification or amendment where such approval is necessary;
- b. A public hearing on the proposed amendment will be held by the Town Council;
- c. No such modification or amendment shall be effective until the owners and occupants have been given thirty (30) days prior written notice of the proposed change and a proper instrument in writing has been executed and recorded.

ARTICLE VII ENFORCEMENT

7.1 ABATEMENT AND SUIT

The Declarant may enforce any breach or violation of the provisions of this Declaration in either the Superior Court of Penobscot County or the U.S. District Court, Bangor, Maine. In the event the Declarant seeks legal redress, the Declarant may pursue, at its option, both the owner and any related or non-related occupant for money damages, specific performance or any other form of legal or equitable relief. Notice of violation or breach of any covenant, condition or restriction or provision of this Declaration shall be provided by the Declarant in writing, and upon a failure to correct or abate said violation after 30 days, Declarant may pursue such legal or equitable action. In addition to the above remedies, if such violation shall continue for more than 30 days, the Declarant may enter upon the lot where said violation or breach exists and summarily correct, abate or remove, at the expense of owner and/or occupant, any improvements, structure, thing or condition deemed by the Declarant to be in violation of or contrary to the provisions of this Declaration. No

such entry by the Declarant or its agents shall be deemed a trespass, nor shall the Declarant or its agents be liable for any actions taken hereunder to remedy or remove a violation. All costs incurred by Declarant shall be levied as an assessment against the owner of the lot(s) in question. If any such assessment is not paid within thirty (30) days of an invoice therefor issued by Declarant, such assessment shall then become delinquent and shall, together with interest thereon at the rate of twelve (12) percent per annum and the cost of collection thereof (including reasonable attorney's fees) become a continuing lien on the lot(s) against which such assessment is made and shall bind such lot(s) in the hands of the owner(s), and the owner's successors and assigns, and shall also be a continuing personal obligation of the owner(s) against whom the assessment is levied. The lien of the assessment for which provision is herein made shall be subordinate to the lien of any first mortgage to a financial institution.

7.2 RIGHT OF ENTRY

During reasonable hours and upon reasonable notice and subject to reasonable security requirements, Declarant, or its agents, shall have the right to enter upon and inspect any lot and the improvements thereon covered by this Declaration for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with, and neither Declarant nor its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

7.3 DEEMED TO CONSTITUTE A NUISANCE

The result of every act or omission whereby any covenant, condition, or restriction herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or in equity against an owner or occupant shall be applicable against every such result and may be exercised by Declarant.

7.4 ATTORNEY'S FEES

In the event the Declarant initiates any legal or equitable action to enforce these covenants, and it prevails in that action, the Declarant shall be entitled to its reasonable attorneys fees. In no event and under no circumstances shall Declarant be responsible for owner's or occupant's attorneys fees.

7.5 FAILURE TO ENFORCE IS NO WAIVER

The failure of Declarant to enforce any covenant, condition, restriction, or provision of this Declaration shall in no event be deemed to be a waiver of the right to do so thereafter or in other cases nor to the right to enforce any other restriction.

**ARTICLE VIII
ASSIGNMENT**

Any and all of the rights, powers, and reservations of Declarant herein contained may be assigned to any person, partnership, corporation, or association that will assume the duties of Declarant pertaining to the particular rights, powers, and reservations assigned, and upon any such person, partnership, corporation, or association evidencing its consent in writing to accept such assignment and assume such duties, the assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant herein. Any assignment made under this article shall be recorded in the Registry of Deeds.

**ARTICLE IX
CONSTRUCTIVE NOTICE AND ACCEPTANCE**

Every person or entity who now or hereafter owns or occupies any portion of the subject property is and shall be conclusively deemed to have consented and agreed to every covenant, condition, restriction and provision contained in this Declaration, regardless of whether any reference thereto is made in any document by which that person acquired an interest in the subject property.

**ARTICLE X
WAIVER AND FAILURE TO ENFORCE**

The Declarant may after public hearing, waive one or more of the covenants, conditions, and restrictions contained in this Declaration. Neither Declarant, nor its successors or assigns, shall be liable to any owner or occupant of the subject property by reason of any mistake in judgment, negligence, nonfeasance, action, or inaction or for the enforcement or failure to enforce any provision of this Declaration. No owner or occupant of property in the Hampden Business and Commerce Park may bring any action or suit against Declarant to recover any such damages or to seek equitable relief because of same.

**ARTICLE XI
RUNS WITH LAND**

All covenants, conditions, restrictions, and provisions contained in this Declaration are made for the direct, mutual, and reciprocal benefit of each and every lot of the subject property; shall create mutual equitable servitudes upon each lot in favor of every other lot; shall create reciprocal rights and obligations between respective owners or occupants of all lots, their heirs, successors, and assigns; and shall, as to the owner or occupant of each lot, their heirs, successors, and assigns, operate as covenants running with the land, for the benefit of all other lots, except as herein provided otherwise.

**ARTICLE XII
RIGHTS OF MORTGAGES**

No breach of any covenant, condition, restriction or provision herein contained, or any enforcement thereof, shall defeat or render invalid the lien of any mortgage now or hereafter granted on the subject property or a portion thereof, provided, however, that if any portion of said property is transferred under a foreclosure of any mortgage or by a deed in lieu of foreclosure, any successors and assigns shall hold any and all property so transferred subject to all of the covenants, conditions, restrictions and provisions contained in this Declaration.

**ARTICLE XIII
CAPTIONS**

The captions of articles and sections herein are used for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope and intent of the particular article or section to which they refer.

**ARTICLE XIV
EFFECT OF INVALIDATION**

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

**ARTICLE XV
NOTICES**

Any notices required to be sent to any owner or occupant under the provisions of this Declaration shall be deemed to have been properly sent when mailed by U.S. mail, postage prepaid, to the last known address of the person as it appears in the records of the Assessor of the Town of Hampden. Owner and occupant shall notify the Assessor of any change of address.

IN WITNESS WHEREOF, the Town of Hampden has caused this Declaration to be duly executed on its behalf as of this 7th day of October, 2002.

Town of Hampden

By: _____
Susan Lessard
Its Town Manager

Witness

STATE OF MAINE

PENOBSCOT, ss.

October 7, 2002

Personally appeared the above-named Susan Lessard in her stated capacity and acknowledged the foregoing instrument to be her free act and deed in such capacity and the free act and deed of said Town of Hampden.

Before me,

Notary Public

Printed Name: DENISE R. HODSDON

D-5-b



Pizza Gourmet

60 Main Road North Ste. A
Hampden, Maine 04444
(207) 862-6900

9-24-14

I request waiver
of the public hearing for
this application

Blair B

**BUREAU OF ALCOHOLIC BEVERAGES
DIVISION OF LIQUOR LICENSING & ENFORCEMENT
164 STATE HOUSE STATION
AUGUSTA, ME 04333-0164**



Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.
To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

DEPARTMENT USE ONLY	
LICENSE NUMBER:	CLASS:
DEPOSIT DATE	
AMT. DEPOSITED:	BY:
CK/MO/CASH:	

PRESENT LICENSE EXPIRES 11-29-14

INDICATE TYPE OF PRIVILEGE: MALT SPIRITUOUS VINOUS

INDICATE TYPE OF LICENSE:

- | | |
|--|---|
| <input checked="" type="checkbox"/> RESTAURANT (Class I,II,III,IV) | <input type="checkbox"/> RESTAURANT/LOUNGE (Class XI) |
| <input type="checkbox"/> HOTEL-OPTINONAL FOOD (Class I-A) | <input type="checkbox"/> HOTEL (Class I,II,III,IV) |
| <input type="checkbox"/> CLASS A LOUNGE (Class X) | <input type="checkbox"/> CLUB-ON PREMISE CATERING (Class I) |
| <input type="checkbox"/> CLUB (Class V) | <input type="checkbox"/> GOLF CLUB (Class I,II,III,IV) |
| <input type="checkbox"/> TAVERN (Class IV) | <input type="checkbox"/> OTHER: _____ |

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) –(Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Country Meadow Inn</u>		2. Business Name (D/B/A) <u>Pizza Gourmet</u>	
<u>Brian Carlisle</u> DOB: <u>2-14-51</u>		<u>60 Main Rd No 56 A</u>	
<u>Cynthia Carlisle</u> DOB: <u>3-8-59</u>		Location (Street Address)	
Address <u>69 Thurlow Rd</u>		City/Town <u>Hampden</u>	State <u>ME</u> Zip Code <u>04444</u>
<u>Newburgh</u> ME <u>04444</u>		Mailing Address <u>Same</u>	
City/Town	State	Zip Code	City/Town State Zip Code
Telephone Number <u>207 234 2342</u>	Fax Number	Business Telephone Number <u>207 262 6900</u>	Fax Number
Federal I.D. # <u>01 0451740</u>		Seller Certificate # <u>0240282</u>	

3. If premises is a hotel, indicate number of rooms available for transient guests: _____
4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ 433,413.61 LIQUOR \$ 3121.64
5. Is applicant a corporation, limited liability company or limited partnership? YES NO

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES NO
7. If manager is to be employed, give name: Paul Stratton
8. If business is NEW or under new ownership, indicate starting date: _____
Requested inspection date: _____ Business hours: _____
9. Business records are located at: 60 Main Rd No 56 A Hampden ME

10. Is/are applicants(s) citizens of the United States? YES NO

11. Is/are applicant(s) residents of the State of Maine? YES NO

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married: Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Brian Carlisle	2-14-51	Bangor
Cynthia Connors Carlisle	3-8-59	"
Paul Stratton	2-9-79	Winterport

Residence address on all of the above for previous 5 years (Limit answer to city & state)

Newburgh ME
Frankfort ME

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES NO

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes No If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES NO

16. Does/do applicant(s) own the premises? Yes No If No give name and address of owner: _____

CRRT PO Box 860729 Port St Lucie FL

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required) _____

60 Main Rd No Ste A

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES NO Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1/2 mile Which of the above is nearest? School + Church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES NO

If YES, give details: _____

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: Hampden ME on 9-23, 20 14
Town/City, State Date

Please sign in blue ink

Brian Carlisle
Signature of Applicant or Corporate Officer(s)

Print Name

Signature of Applicant or Corporate Officer(s)

Print Name

Date

The undersigned being: Municipal Officers County Commissioners of the City Town Plantation Unincorporated Place of: Hampden, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

- A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
- B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
- C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]

2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

- A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c45, Pt.A§4 (new).]
- B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
- C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
- D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592,§3 (amd).]
- E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
- F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

- A. [1993, c.730, §27 (rp).]

4. **No license to person who moved to obtain a license. (REPEALED)**

5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

**FLORIDA DEPT OF
PUBLIC SAFETY**

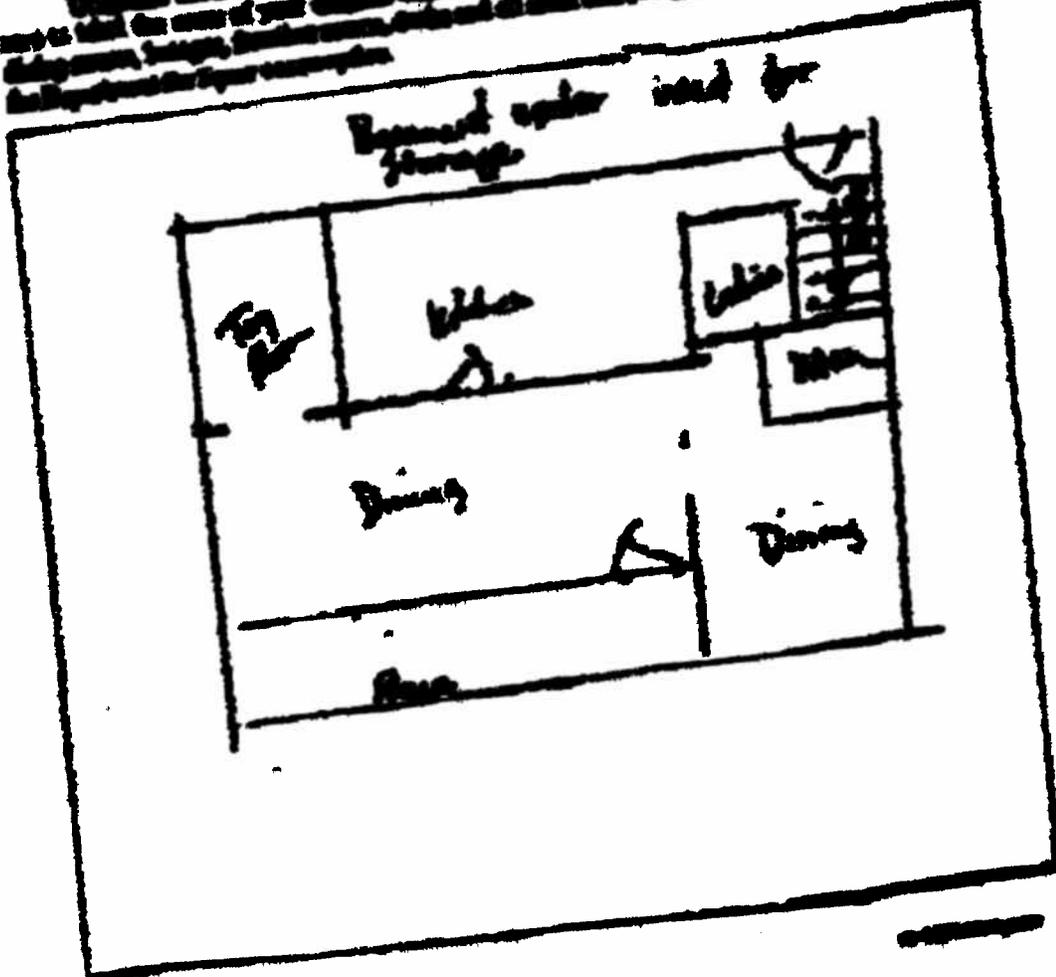
**STATEWIDE
ALERT DIVISION & INVESTIGATION
SECTION
ALBUQUERQUE, NEW MEXICO
FOR 505-842-1111**



**SUPPLEMENTAL APPLICATION FORM
CRIME-FINDER DIAGRAM**

It is vital to study this form **carefully** and to make the completion of
steps of this form **thorough**. The **Crime-Finder** is a **computer** system
designed to assist a **detective** in the **investigation** of a **crime**.
It is **essential** that you **provide** the **most** **complete** and **accurate**
information **possible** in order to **ensure** the **most** **effective**
results **possible**. The **Crime-Finder** is a **computer** system
designed to assist a **detective** in the **investigation** of a **crime**.
It is **essential** that you **provide** the **most** **complete** and **accurate**
information **possible** in order to **ensure** the **most** **effective**
results **possible**.

Diagram of the **crime scene** used for
storage



MAINE DEPT OF PUBLIC SAFETY

STATE OF MAINE
Liquor Licensing & Inspection Division
164 State House Station
Augusta ME 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424



SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES, AND LIMITED PARTNERSHIPS

- Exact Corporate Name: Country meadow Inc
Business D/B/A Name: Pizza Gourmet
- Date of Incorporation: 10/99
- State in which you are incorporated: ME
- If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine: _____
- List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percent of stock owned:

Name	<i>Print Clearly</i> Address Previous 5 years	Birth Date	% of Stock	Title
Brian Carlisle	69 Thurston Rd Newburgh ME	2-14-51	50	Pres
Cynthia Carlisle	11	3-8-57	50	Treas

- What is the amount of authorized stock? _____ Outstanding Stock? _____
- Is any principal officer of the corporation a law enforcement official? Yes No
- Has applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of the United States? Yes No
- If YES, please complete the following: Name: _____
Date of Conviction: _____ Offense: _____
Location: _____ Disposition: _____
Dated at: _____ City/Town _____ On: _____ Date _____

Brian Carlisle
Signature of Duly Authorized Officer

09-23-14

Date

Brian Carlisle
Print Name of Duly Authorized Officer