



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

NOVEMBER 17, 2014

7:00 P.M.

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

- A. PLEDGE OF ALLEGIANCE
- B. CONSENT AGENDA
 - 1. SIGNATURES
 - 2. SECRETARY'S REPORTS
 - 3. COMMUNICATIONS
 - a. Mary Louis Davitt/Town Manager – Thank you re Election
 - b. Secretary of State/Clerk – Email re Polling Location Concerns
 - c. Pat's Pizza – Renewal of Victualers License
 - d. Subway of Hampden – Renewal of Victualers License
 - e. Angelo's Pizza – Renewal of Victualers License
 - f. Coffee Break Café – Renewal of Victualers License
 - 4. REPORTS
 - a. Dyer Library Board of Trustees Meeting Minutes – 9/9/2014
 - b. Finance & Administration Committee Meeting Minutes – 10/6/2014
 - c. Services Committee Meeting Minutes – 10/14/2014
 - d. Bangor Humane Society – Stray Animal Report – September 2014
 - e. Lura Hoit Pool Board Meeting Minutes – 8/12/2014
 - f. Monthly Department Reports – October 2014
- C. PUBLIC COMMENTS
- D. POLICY AGENDA
 - 1. NEWS, PRESENTATIONS & AWARDS
 - 2. PUBLIC HEARINGS
 - a. Proposed Amendments to Declaration of Covenants, Conditions, and Restrictions for the Hampden Business and Commerce Park
 - 3. NOMINATIONS – APPOINTMENTS – ELECTIONS
 - a. Official Return of Votes for Municipal Election – 11/4/2014
 - b. William Estey – Application for Hampden Water District Board of Trustees – Referral to Infrastructure Committee

- c. Robert White – Application for Hampden Water District Board of Trustees – Referral to Infrastructure Committee
- d. Cynthia Hawkins – Application for Town Committees – Referral to Services Committee

4. UNFINISHED BUSINESS

- a. MRC Board of Directors Election Ballot
- b. Cemetery Maintenance Operations out for Bid – Infrastructure Committee Recommendation
- c. Snowmobile Club Lease Renewal – Infrastructure Committee Recommendation
- d. Kiwanis Club Lease Renewal – Infrastructure Committee Recommendation
- e. Proposed Amendment to Fees Ordinance – Police and Fire Department Fees – Infrastructure Committee Recommendation – Introduction for Public Hearing

5. NEW BUSINESS

- a. Streetlight – Route 202 Entrance – Infrastructure Committee Recommendation
- b. Sewer Commitment – 7/1/2014 to 9/30/2014
- c. Environmental Mitigation Guidelines – Planning & Development Committee Recommendation
 - 1. Minimum Taxable Valuation Required
 - 2. Proposed Guidelines
- d. Public Works Director Resignation and Transition Plan
- e. Letters to the Editor – Councilor Brann

- E. COMMITTEE REPORTS
- F. MANAGER'S REPORT
- G. COUNCILORS' COMMENTS
- H. ADJOURNMENT

B-3-a

Mary Louise Davitt

Dear Ms. Hessard,

Kudos and Thanks To the Town
Clerks for a spectacular effort
on election day with a surprise
Turnout. As a disinterested observer
at a petition table, I saw their concern
for efficiency, comfort and good cheer
for all citizens - elderly, handicapped,
infants. It was a picture of democracy
in action that does credit to the Town,
The state & the country. Sincerely,
Mary Louise Davitt



B-3-b

Denise Hodsdon <clerk@hampdenmaine.gov>

FW: Hampden Polling Location Concerns

Flynn, Julie <Julie.Flynn@maine.gov>
To: Denise Hodsdon <clerk@hampdenmaine.gov>

Wed, Nov 12, 2014 at 5:55 PM

Thank you Denise. We haven't heard from any others, so hopefully other voters waited in line and didn't have an issue.

*Julie L. Flynn
Deputy Secretary of State
Bureau of Corporations, Elections and Commissions
101 State House Station
Augusta ME 04333-0101
Phone: 207-624-7736
Fax: 207-287-5428*

From: Denise Hodsdon [mailto:clerk@hampdenmaine.gov]
Sent: Wednesday, November 12, 2014 5:42 PM
To: Flynn, Julie
Subject: Re: FW: Hampden Polling Location Concerns

Hi Julie,

Thanks for sharing this email with me. I'm sorry I didn't respond sooner but we are closed on Fridays and I was out of the office on Monday. Neither I nor the Town Manager have heard from Mrs. Crossman relative to her concerns.

We did indeed have long lines on November 4th, the likes of which I have never seen during my tenure with the Town of Hampden. We have never had a line out the door at 8:00 pm nor have we ever had to place anyone at the end of the line at 8:00 pm.

I have done an analysis of voter turnout from 2008 to 2014 to try to determine whether the turnout at the polls this year was unusually high. We have had several years where there were more voters who voted at the polls than we had this year. Here is my analysis:

- 2008: 4,403 Total - 1,448 Absentee and 2,955 at the Polls
- 2009: 3,478 Total - 624 Absentee and 2,854 at the Polls
- 2010: 3,506 Total - 844 Absentee and 2,662 at the Polls
- 2011: 2,549 Total - 309 Absentee and 2,240 at the Polls
- 2012: 4,248 Total - 1,052 Absentee and 3,196 at the Polls
- 2013: 1,543 Total - 99 Absentee and 1,444 at the Polls
- 2014: 3,380 Total - 724 Absentee and 2,656 at the Polls

As you can see we had higher turnout at the polls in 2008, 2009, 2010 and 2012 than we had this year and never did we have the lines like we did this year.

We did have two local ballots in addition to the State ballot. One of our local ballots had four charter amendments which completely covered both sides of the ballot so there was a lot of reading. This together with the 2-sided State ballot and our 1-sided town candidate ballot did mean that voters were in the voting booths longer than normal so the turnaround rate was much slower than usual. We did have 28 voting booths, which met the statutory requirement.

We also had a long line of voters waiting to put their ballots in the ballot boxes, which again was most likely attributable to the fact that we had 3 ballots. Thankfully I had leased the two additional machines.

As a result of the long wait period, parking was an issue but we had police officers directing traffic all day to ensure that everyone was able to maneuver around safely.

I am so sorry that Mrs. Crossman was not able to vote and that there was nothing we could do to change the situation.

Denise

Denise R. Hodsdon, CMC

Town Clerk

Town of Hampden

106 Western Avenue

Hampden, Maine 04444

Tel: (207) 862-3034

Fax: (207) 862-5067

On Fri, Nov 7, 2014 at 4:36 PM, Flynn, Julie <Julie.Flynn@maine.gov> wrote:

I wanted you to be aware of this.

Julie L. Flynn

Deputy Secretary of State

Bureau of Corporations, Elections and Commissions

101 State House Station

Augusta ME 04333-0101

Phone: 207-624-7736

Fax: 207-287-5428

From: Couture, Melissa **On Behalf Of** Office, SOS

Sent: Friday, November 07, 2014 3:28 PM

To: 'Hillary Crossman Pennell'

Cc: Flynn, Julie; Packard, Melissa; Willett, Tracy

Subject: RE: Hampden Polling Location Concerns

Ms. Crossman,

Thank you for contacting the Secretary of State's Office.

There was an unexpectedly high turnout during this recent election, which is wonderful, but at the same time, it caught some municipalities off guard. While that is not an excuse, it is something that the Division of Elections will be reviewing with cities/towns in the following months to try and make sure that certain errors and problems aren't repeated in future elections. As municipalities are responsible for their own polling locations and logistics, I would encourage you to share these concerns with clerk and registrar in Hampden as well so that they can be ahead of these issues next time.

I realize that none of this changes the outcome for those voters who faced challenges this time around and I'm sorry that there isn't more I can say or do to change the situation. However, if you have any additional questions or concerns, please don't hesitate to contact us.

Best Regards,

Melissa M. Couture

Director of Constituent Services

Office of the Secretary of State

(207) 626-8400

From: Hillary Crossman Pennell
Sent: Wednesday, November 05, 2014 11:49 AM
To: ELECTIONS; Office, SOS
Subject: Hampden Polling Location Concerns

Hello -

I am writing to express my frustration with the Town of Hampden's inability to accommodate a large voter turnout in yesterday's election. I pulled into the parking lot of the Hampden Public Safety Building (our one polling location) at 7:48. It was the absolute first opportunity I had to vote that day. My husband and I have two small children and because of the time it took him to get through the polls (over an hour), I was admittedly later than I wanted to be, however I assumed arriving at the polling location with twelve minutes to spare would provide me time to park and get in line. I was wrong. Not only were there no parking spaces available, but I spent several minutes locked in a row between cars that were unable to exit the parking lot because of the extreme grid lock. I took the first spot that became available behind the nearby post office and ran in hopes of getting in line. However, I was turned away (the first of many).

I sincerely hope the Town of Hampden considers another venue, or at the very least, adding an additional polling location prior to the next major election. Yesterday's election was important. I wanted to cast my vote and have a voice. Because of the poor planning on the part of Hampden, I did not have the opportunity to do so. Furthermore, the congested parking lot and lack of organization created a dangerous situation. I saw several cars, barely able to maneuver around fellow pedestrians and

other vehicles.

Thank you for hearing my concerns.

Sincerely,

Hillary Crossman

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Ph
Fa
er

B-3-c

November 12, 2014

Mark and Tina Carroll
Pat's Pizza
662 Main Road North
Hampden, ME 04444

Dear Mark and Tina:

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 C

Enclos

VICTUALER'S LICENSE CERTIFICATE

No. 19

MUNICIPALITY OF HAMPDEN, MAINE

To all whom these presents may concern: Date: November 12, 2014

KNOW YE, that Carroll Crew, LLC (Mark & Tina Carroll),

doing business as PAT'S PIZZA

has been duly licensed as a Victualer at 662 Main Road North

in the Municipality of Hampden by said Municipality until December 17, 2015,

and has paid the fee of Fifty Dollars (\$50.00).


Myles M. Black
Authorized Municipal Officer CODE ENFORCEMENT OFFICER

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone
Fax: (
email:

B-3-d

November 12, 2014

Atif Sheikh
Subway of Hampden
7 Western Avenue
Hampden, ME 04444

Dear Mr. Sheikh:

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 Clerk

Enclos

VICTUALER'S LICENSE CERTIFICATE

No. 18

MUNICIPALITY OF HAMPDEN, MAINE

To all whom these presents may concern: Date: November 12, 2014

KNOW YE, that Subway - Hampden / Atif Sheikh,

doing business as SUBWAY OF HAMPDEN

has been duly licensed as a Victualer at 7 Western Avenue

in the Municipality of Hampden by said Municipality until November 19, 2015,

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

MYLES M. BLOCK
Authorized Municipal Officer CODE ENFORCEMENT OFFICER

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone:
Fax: (2
email:

B-3-e

November 12, 2014

Elisaveta Turlla
Angelo's Pizza
102 Main Road South
Hampden, ME 04444

Dear Elisaveta:

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. 17

MUNICIPALITY OF HAMPDEN, MAINE

To all whom these presents may concern: Date: November 12, 2014

KNOW YE, that Elisaveta Turlla,

doing business as RESTAURANT ANGELO'S PIZZARIA

has been duly licensed as a Victualer at 102 Main Road South

in the Municipality of Hampden by said Municipality until November 21, 2015,

and has paid the fee of Fifty Dollars (\$50.00).

NYLES M. BLOCK
Authorized Municipal Officer CODE ENFORCEMENT OFFICER

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone
Fax: (
email:

B-3-f

November 12, 2014

William Buxton & Cheryl Bouchard
Coffee Break Café
75 Main Road North
Hampden, ME 04444

Dear Bill and Cheryl:

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. 16

MUNICIPALITY OF HAMPDEN, MAINE

To all whom these presents may concern: Date: November 12, 2014

KNOW YE, that Coffee Break Café 2012, LLC,

doing business as COFFEE BREAK CAFÉ

has been duly licensed as a Victualer at 75 Main Road North

in the Municipality of Hampden by said Municipality until November 19, 2015,

and has paid the fee of Fifty Dollars (\$50.00).

NYLES M. BLOUCK
Authorized Municipal Officer CODE ENFORCEMENT OFFICER

B-4-a

Edythe Dyer Community Library Board of Trustees' Meeting

September 9, 2014

- A. **Call to order:** The meeting of the Board of Trustees of the Edythe Dyer Community Library, Hampden, Maine was called to order at 7: p.m.

Members present: Dave Barrett, Mary Ann Bjorn, Cheri Condon, Richard Jenkins, Tony Mourkas, Mark Russell, John Skehan, Ruth Stearns

Members absent:

- B. **Approval of minutes:** Dave/MaryAnn

- C. **Library reports:**

1. Financial
2. Circulation
3. Director's

- D. **Unfinished business:**

1. **Policy work**—Cheri handed out three policies that need to be worked on before the next meeting.
2. **Long Range Plan**—the Committee was not able to meet over the summer, so has no report.
3. **Internet Acceptable Use Policy**—CIPA a public hearing will be held at the November meeting in order to be in compliance with CIPA.

- E. **New business:**

1. Maine Shared Collection Memorandum of Understanding
Motion that the board indicates their support of the MSCC by signing the MOU
Tony/Yvonne
The vote was unanimous.

- F. **Adjournment** Cheri moved adjournment

1. The meeting was adjourned at 7:15 p.m.

The next meeting is scheduled for Tuesday November 18, 2014.

Debbie Lozito


Recording Secretary

Date of approval _____

FINANCE & ADMINISTRATION COMMITTEE MINUTES

Monday, October 6, 2014

Attending:

Mayor Carol Duprey	Councilor Greg Sirois
Councilor Jean Lawlis	Councilor Tom Brann
Councilor William Shakespeare	Councilor David Ryder
Councilor Ivan McPike	Residents
Public Safety Director Joe Rogers	Town Manager Susan Lessard

The meeting was opened at 6 p.m. by Mayor Duprey.

1. Meeting Minutes
 - a. September 2, 2014 – The minutes of the September 2, 2014 meeting were reviewed and approved with no changes or corrections.
2. Review & Sign Warrants – The payment warrants were reviewed and signed by the Committee.
3. Old Business – There was no old business.
4. New Business
 - a. Requested Amendments to Fees Ordinance – Public Safety – Motion by Councilor Shakespeare, seconded by Councilor McPike to refer this to the Infrastructure Committee for a recommendation prior to consideration by the Finance Committee. Unanimous vote in favor.
 - b. Proposal for Feasibility Study to Expand Natural Gas into Hampden – Planning & Development Committee Recommendation – Motion by Councilor McPike, seconded by Councilor Brann to recommend to the Council that Woodard & Curran be hired to perform a feasibility study to expand natural gas into Hampden at a cost of \$9,900 to be funded from Host Community Benefit funds to be repair when the supplemental development fund from the Emera TIF become available. Vote 7-0. Public Comment on this item was received from Terry McAvoy who stated that he was vehemently opposed to this study.
 - c. Town Newsletter Expenses – Councilor Shakespeare – Councilor Shakespeare raised questions about payment of the newsletter editor stipend and the cost of printing the newsletter. This item was referred to the Services Committee to address these questions. The Services Committee meets on Tuesday, October 14th.
 - d. Construction Job Consultants – Expenses – Councilor Shakespeare – This item was referred to the Infrastructure Committee meeting for discussion. The next Infrastructure Committee meeting will be held on Monday, October 27th.
 - e. Cancellation of September 15th Meeting – Councilor Shakespeare – Councilor Shakespeare questioned the cancellation of the 9-15-2014 Finance Committee meeting. The Town manager responded that she had discussed with the Mayor the fact that there were no action items for the agenda and that minutes and warrants could be done at the

following meeting. Councilors Brann and Shakespeare objected to the cancellation of meetings and indicated that items such as staffing and long term planning issues should be discussed at such meetings and not left until the last minute during budget discussions.

5. Public Comment – Terry McAvoy asked when warrants got signed. The response was that they were sent out in advance of the meetings and signed at Finance Committee meetings.
6. Committee Member Comments – Mayor Duprey reminded the Town Manager that she had requested that Council Rules be put on the Finance Committee Agenda for this meeting and that that had not been done. Review of the Council Rules will be on the next agenda. Councilor Shakespeare requested that the next Infrastructure Committee agenda include the subject of monitoring Construction and Demolition debris users at the Transfer Station.

Motion by Councilor Ryder, seconded by Councilor McPike to adjourn at 6:40 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

SERVICES COMMITTEE MEETING
Tuesday - October 14, 2014

Attending:

Councilor Jean Lawlis	Town Manager Susan Lessard
Councilor William Shakespeare	Resident Rich Armstrong
Councilor Tom Brann	Resident Terry McAvoy
Councilor Greg Sirois	Resident Alex King
Councilor Ivan McPike	Lee Cliff & Real Estate Agent
Councilor David Ryder	Public Works Director Chip Swan
Resident Jeremy Jones	

The meeting was opened at 6 p.m. by Chairman Lawlis.

1. MINUTES 9-08-2014 – The minutes of the 9-08-14 meeting were reviewed and approved.
2. OLD BUSINESS
 - A. Parks/Trails – Maintenance, Improvements & Long Term Planning – Considerable discussion took place surrounding how to best manage the parks and how to develop a plan for their long-term care, expansion, etc. A number of suggestions were made for community assistance for parks including businesses ‘adopting’ a park”, boy scouts assisting with parks, and the formation of a committee including interested residents to work on a long term plan concerning parks.

Questions related to the day to day maintenance of the parks by Buildings and Grounds staff were asked. The Manager explained that checklists had been distributed early in the year as the maintenance of some areas transitioned from the Recreation Department to Building & Grounds and the Public Works Director stated that it was a ‘work in progress’ and that the crew would carry out whatever policy the Council established.

It was suggested that an article be put in the upcoming newsletter seeking volunteers who wish to be part of helping to develop a long term policy for parks and that interested persons would be encouraged to attend the November meeting of Services Committee. Councilor Brann expressed concern that once-a-month meetings would not result in a good policy.

Resident Jeremy Jones who acts as the volunteer coordinator for the Papermill Park group reported on what had been accomplished at the park so far and what the plan was moving forward. Other meeting attendees offered suggestions that the parks all needed at least a minimum of trash disposal and porta potties and mowing, that there are many people in the community willing to assist, and that a plan could be developed over the winter for implementation in the Spring.

- B. Reserve Use – Recreation – Dept. of Labor Requirements – The Manager explained that the Recreation Director was requesting replacement of exit lighting at the Skehan Center. This item was noted as a deficiency in a recent visit

by the Maine Department of Labor. Councilor Brann expressed concern over this as a safety item that should be monitored on an ongoing basis. The estimate from Hampden Electrical is \$2,229 with a \$600 rebate from Efficiency Maine. Motion by Councilor Ryder seconded by Councilor Sirois to recommend to the full Council the replacement of the exit lighting and battery backup systems at the Skehan Center and to refer funding of the project to the Finance Committee for a recommendation. Unanimous vote in favor.

3. NEW BUSINESS

A. Cliff Property Discussion – Property owner Lee Cliff presented information regarding the 120 acre parcel that owns that includes multiple ponds and the access to Vafiades Landing for the public. It is the family's intent to sell the property and Mr. Cliff was interested in finding out if the Town had any interest in acquiring it. Councilor Ryder was not interested at this time, Councilors Lawlis, Brann, Sirois and McPike talked about funding options such as long-term financing, use of Host Community Benefit monies, or working with a developer who might wish to purchase the property on conservation easements that would continue to allow public access. Councilor Shakespeare expressed support but concern that the Town does not have money to consider such a project with all the other needs the town has.

B. Newsletter –

1. Stipend and printing Questions – The Town Manager presented information on the stipend paid for the newsletter editor position, and also notified Committee members that she had refunded the total \$3,850 to the town for the stipend paid to her from 2011 to date due to the fact that the appropriateness of the stipend payment was questioned. Councilor Brann noted that this stipend should have been added to the Manager's contract at the time it was started, which was when Annie O'Reilly stopped acting in that capacity. The Manager indicated that the Town had a number of options in regard to the newsletter. It could find another editor, assign it as a duty to the Town Manager without additional compensation, or add it to the Manager's contract as a stipend. Motion by Councilor Sirois, seconded by Councilor McPike to refund the money to the Town Manager that had been paid back to the town for prior newsletter stipends and add the newsletter stipend to the Manager's contract. Unanimous vote in favor.

The question of newsletter printing was due to the fact that the total cost of the newsletter printing annually approaches \$8,000 and Councilor Brann questioned whether the Town should look at its overall printing (including tax and sewer bills) as one printing contract. The Manager explained that the printing contract for the newsletter and the printing contract for sewer and tax bills were completely separate. In using Snowman's for the newsletter, the Town not only received competitive pricing, but also was able to make last minute changes, get quick turnaround time at no extra charge and usually delivery by the owner and the owners were Hampden residents.

Since the total cost of the newsletter is under the amount required for going out to bid, and the cost of putting it out to bid would be nearly \$1,000, it had not made sense to do so. Councilor Brann reiterated that he was trying to be proactive in looking at Town expenditures to make sure that questions could not be raised over why the Town had taken the actions that it had in this regard when the total amount for all printing done by Snowman's for the Town exceeded the \$10,000 bid amount. It was the consensus of the Committee that the newsletter project was a separate printing project than sewer and tax billing and there was not a need to go to bid at this time.

2. Newsletter – October 2014 Edition subjects – The Committee reviewed the list provided and added an article related to establishment of a committee for developing park policy and one related to the new Turtlehead Park.
4. PUBLIC COMMENTS – Jeremy Jones reported on work done at Papermill Road as well as work that he did at Turtlehead Park. He recommended that someone in-house for the town be licensed as an applicator for eradicating poison ivy which is a problem at several parks. He also noted that beaver damage is a problem at Turtlehead Park.
5. COMMITTEE MEMBER COMMENTS – None

The meeting was adjourned at 7:55 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

B-4-d

Bangor Humane Society
693 Mt. Hope Avenue
Bangor ME 04401

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

Stray Animal Statistics, September 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	1	0	0	0
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

September 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

Lura Hoit Pool ~ Board Meeting Minutes ~ 8-12-14

Pat Foley brought the meeting to order at 7:02pm.

Those present: Karen Brooks, Pat Foley, Sarah McVeigh, Josh Sargent, Vickie Levesque, Sue O'Brien, Ben Curtis, Darcey Peakall and Julie Macleod. Not present: Greg Hawkins, Mike Jellison, Sam Manhart and Jim Feverston.

The secretary's minutes were accepted as presented.

The Director's Report:

- ~ The number of participants in July was up 144 people.
- ~ Daily receipts in July were up \$340 compared to last year.
- ~ The pool rental income was up \$225 compared to last year.
- ~ Fuel usage was up 55 gallons compared to last year.

The treasurer's report for the past two months was accepted as presented.

Josh reimbursed Darcey \$396.00 from the Susan Abraham Savings Account for session IV swim lessons per 6-10-14 board motion.

Darcey reported that \$8,101.94 from the Capital Campaign Savings Account was withdrawn as partial payment to the Host Community Benefits Loan for the air handler. The account has now been closed. The remaining payment of \$1,898.06 will be withdrawn from the Trustees Account to complete the \$10,000 payment for this fiscal year.

A motion was made to transfer \$1,000 from the Susan Abraham CD to the savings account. The motion passed 7-0.

Darcey submitted a bill for \$214.96 for the water basketball unit. The motion was voted on at the 6-10-14 board meeting. The money will be withdrawn from the Trustees Investment Account.

Sue secured Katahdin Savings Bank as part of the corporate sponsorship program. The banner has been hung in the pool area.

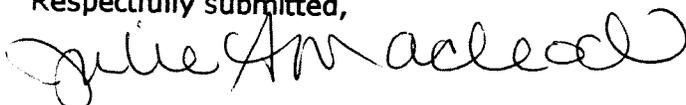
Darcey updated the board on the water carnival. It has been advertised on the Hampden Academy sign, the police flashing sign, The Maine Edge and a radio PSA. Sue described the raffle baskets and Sarah will be purchasing the food from the gift cards that were donated by Hannaford's. Vickie described the girls and boys door prizes and will also be picking up 50 balloons that were donated by Schat's Hardware.

Members Comments:

Thank you Sue, Sarah and Vickie for the time spent on preparing for the water carnival.

Meeting adjourned at 7:46pm.

Respectfully submitted,



Julie A. Macleod

B-4-f

TO: Hampden Town Council
FROM: Sue Lessard, Town Manager
DATE: November 13, 2014
RE: Department Reports – September & October 2014

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

Administration
Town Manager
Code Enforcement
Assessing
GIS/IT
Public Works
Public Safety
Edythe Dyer Library
Lura Hoyt Pool
Recreation

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

ADMINISTRATION MONTHLY REPORT – October 2014

VEHICLES REGISTERED	623
EXCISE COLLECTED	\$116,801
BOATS REGISTERED	1
ATV'S REGISTERED	9
SNOWMOBILES REGISTERED	09
DOGS LICENSED	28
TRANSFER STATION DECALS SOLD	79
VITAL RECORDS ISSUED	
BIRTH	07
MARRIAGE	14
DEATH	20
BURIAL PERMITS	01
MARRIAGE LICENSES ISSUED	4
HUNT/FISH LICENSES SOLD	48
VICTUALER'S LICENSES ISSUED	0
ABSENTEE BALLOTS ISSUED	758
GENERAL ASSISTANCE APPOINTMENTS	2
GENERAL ASSISTANCE GRANTED	\$0

MANAGER'S REPORT
October 2014

- New hire for GIS/IT position started work on October 14th
- Reconciliation of General Fund, Sewer, Reserve Accounts as well as maintenance of fair market value calculations for all investments
- Work with Public Works Director on GPS units for public works vehicles
- Prepare information for and Staff Infrastructure, Services and Finance & Administration Committee meetings as well as Town Council meetings
- Organize and assist with Candidate forum for School Board candidates
- Address resident complaints/concerns regarding sewer/roads/administration
- Personnel Administration – all departments
- Budget administration/review – all departments
- First half of property taxes due – 49% collected by month end
- Sewer Billing for Third Quarter 2014
- Begin foreclosure proceedings on three properties with Sewer Lien foreclosures
- Write, edit, submit newsletter for publication and bundle for mailing after printing



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



MONTHLY REPORT

OCTOBER 2014

The month of October, like everybody's, flew by in the Hampden Public Safety Code Enforcement Division. CEO Myles Block, BFI 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 remarkable continued support of Rosemary in the office.

During the month of October the Code Enforcement Office processed a total of 8 permit applications.

This included:

- 1 – New Building Construction (Portland Air Freight Storage Facility)
- 2 – Building Additions
- 1 – Outbuilding
- 3 – Plumbing (Internal and Subsurface)
- 1 – Certificate of Compliance (New Barber Shop)

A total of \$1,566.20 in fees were collected in the month of October. This compares to \$7,657.00 the previous year. The major difference in the fees is because fees for Chickadee Crossing Subdivision were paid last year at this time.

The CEO & BFI performed a total of 37 inspections in the month of October. The LPI performed 24 inspections.

The Stop Work Order was rescinded for Calvary Apostolic Church of Winterport as they received a construction permit from the State Fire Marshal and a building permit from the Town was issued on October 7th.

Victualers inspection performed and license approved for Coffee Break Cafe.

The CEO and BFI attending the Safety Committee meeting at Weatherbee School to help develop a new building evacuation plan and supervised a fire drill later the same day.



HAMPDEN PUBLIC SAFETY
Police – Fire – EMS – Code Enforcement



The CEO & BFI responded to 14 calls during the work week as follows:

Assist Duty Crew EMS Calls: 8

Primary EMS Call: 2

Fire response: 4

The CEO & BFI attended the monthly meeting of the Bangor area CEOs in Hermon.

The CEO & BFI continue to study for the exams to become certified within the 1 year window.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Myles M. Block". The signature is fluid and cursive, with a large loop at the end.

Myles M. Block
Code Enforcement Officer

Permit Type	Count	Value	Fee
BLDG NEW CONSTR			
STORAGE FACILITY	1	600,000	745.00
Subtotal	1	600,000	745.00
BLDG ADDITIONS			
DECK	1	2,000	72.00
PORCH	1	1,000	44.00
Subtotal	2	3,000	116.00
OUTBUILDINGS			
BARN	1	13,000	140.20
Subtotal	1	13,000	140.20
PLUMBING			
INTERNAL/RES	1	0	160.00
INTERNAL/COMM	1	0	90.00
SSWD/COMM	1	0	265.00
Subtotal	3	0	515.00
CERT OF COMPLIA			
BUSINESS	1	0	50.00
Subtotal	1	0	50.00
Total	8	616,000	1,566.20

permit fees report

Permit Application Date Is 10/01/2014 to 10/30/2014

Permit	Application	Type	Category	Description	Fee
15-058	10/02/2014	OUTBUILDINGS	BARN	Construct 2 Horse Barns; 576 sqft each; 36'x16' each	140.20
15-059	10/06/2014	PLUMBING	INTERNAL/RES	internal plumbing permit 3341	160.00
15-060	10/07/2014	BLDG ADDITIONS	DECK	construct a 24 x 20 deck	72.00
15-061	10/08/2014	BLDG NEW CONSTR	STORAGE FACILITY	CONSTRUCT A 60' X 120' COMMERCIAL BUILDING.	745.00
15-062	10/16/2014	CERT OF COMPLIA	BUSINESS	barber shop cert of compliance	50.00
15-063	10/21/2014	PLUMBING	SSWD/COMM	sswd - permit # 3342	265.00
15-064	10/21/2014	BLDG ADDITIONS	PORCH	8 x 24 porch	44.00
15-065	10/22/2014	PLUMBING	INTERNAL/CO MM	internal plumbing permit 3343	90.00

Permit List by Permit Number

Permit Application Date Is 10/01/2014 to 10/30/2014

Permit	Type	Application	Applicant	Fee	Street Street Name
15-058	OUTBUILDING S	10/02/2014	BRIAN A MUSHROW	140.20	283 MEADOW RD
15-059	PLUMBING	10/06/2014	TAMMY L DOUGLASS TRUSTEE BROWN	160.00	156 FOSTER AVE
15-060	BLDG ADDITIONS	10/07/2014	TERRY J GRACE	72.00	1367 KENNEBEC RD
15-061	BLDG NEW CONSTR	10/08/2014	PORTLAND AIR FREIGHT	745.00	AMMO PK RD
15-062	CERT OF COMPLIA	10/16/2014	LORD REALTY INC	50.00	109 MAIN RD SO
15-063	PLUMBING	10/21/2014	PORTLAND AIR FREIGHT	265.00	AMMO PK RD
15-064	BLDG ADDITIONS	10/21/2014	MARK L PIERCE	44.00	159 MAIN RD NO
15-065	PLUMBING	10/22/2014	PORTLAND AIR FREIGHT	90.00	AMMO PK RD

Building Permit Log (2014)

10/2/2014	15-58	Mushrow, Brian	283	Meadow Road	04-0-035-A	\$ 140.20	barn
10/7/2014	15-060	Grace, Ted	1367	Kennebec Rd.	01-0-013	\$ 72.00	deck
10/8/2014	15-061	Portland Air Freight	130 30	Ammo Park	10-0-056-08	\$ 745.00	commercial building
10/15/2015	15-062	Martin, Zach	109	Main Rd. South	44-0-080	\$ 50.00	Coc
10/21/2014	15-063	Peirce, Mark	159	Main Rd North	33-0-033	\$ 44.00	porch

Plumbing Permit Log (2014)

10/6/2014	15-059	Tarr, Ken	156	Foster Ave.	03-0-030-50	\$ 160.00	Internal	3341
10/21/2014	15-063	Portland Air Freight	30	Ammo Park	10-0-056-08	\$ 265.00	Subsurface	3342
10/22/2014	15-065	Portland Air Freight	30	Ammo Park	10-0-056-08	\$ 90.00	Internal	3343

**ASSESSING REPORT
OCTOBER 2014**

October was a steady month in the assessing office. Abatements for errors have been issued and a number of inspections have been done. To date there have been nine new home inspections and approximately sixty accounts have been adjusted due to improvements.

I have completed a number of the BETR reimbursements for business equipment and I am expecting that there will be a flood of them by the end of the year. The filing deadline is December 31, 2014.

I have processed May, June and July deeds and mortgages. They are held from April 1st until after tax billing and then the names can be changed. The State wide assessment date is April 1st, so whoever owns whatever on April 1st receives the bill with a copy going to a new owner if there is one. That creates a lot of "catch up" work and duplication as I still have to give new owners to the tax collector for the bill copies to be mailed.

I am starting to prepare for the Personal Property report mailing. I do plan to include the BETE application this year. BETE is Business Equipment Tax Exemption. The State will reimburse the town 50% of the taxes that would have been collected if a qualified BETE report is submitted and approved. If anyone would like more information on this program, please let me know.

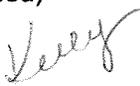
I am almost done with my turn around document for the state. It lists all of the sales that have occurred in the last year. There are 155 sales to analyze. Our current State ratio of sales price to assessment is 98%. I am hoping to maintain or improve that ratio in the upcoming year.

The traffic for tax information has been steady with property cards being e-mailed to appraisers, lenders, etc. Phone duties have been shared by Rosemary and me, as well as the Code Enforcement/Building Inspectors.

I have submitted my Municipal Valuation Return (which is the breakdown report of assessments) to the State of Maine. I have also completed the Tree Growth Filing with the forestry department and the County Tax information to the county.

I expect to have all of the required State filings done by the end of November.

Respectfully Submitted,
Kelly Karter, CMA
Hampden Assessor



Introduction: Hello Town of Hampden. My name is Kyle Severance and I'm the new GIS/IT Specialist. My first day was October 13th and I would like to think I hit the ground running. I would like to take a moment to thank my predecessor, Gretchen Heldmann, for leaving very detailed and organized records for all the IT infrastructure as well as data layers for GIS map composition and strategic projects. This has made the transition into a diverse and vital job role a very smooth one. Gretchen had contributed so much to the Town over the last nine years I'm honored to have the opportunity to continue the work by supporting the needs of the Town any way I can.

Background: I graduated from the University of Maine in Orono with a Bachelor's of Science in Environmental Management and Policy Development with a minor in Economics. While attending the University, I worked for the University of Maine System doing IT support for the UMaine Campus, the other Universities in the System, and the Maine School and Library Network. I have also worked for the Department of Transportation in the Bureau of Maintenance and Operations where I did various mapping and GIS projects. More recently, I worked in the cellular industry as a technician of US Cellular and Verizon Wireless.

IT

- Skehan Center Internet Install: I have been working with the Rec Director and BrickNET to provide a reliable internet solution for the Skehan Center. The install date is 11/5/2014 and I'm very excited that we will have a solution in place for the staff to reliably conduct business.
- Trio: I have been working with Harris Computing to optimize the functionality of our Trio Software. This will improve efficiency of capturing and updating data for assessing as well as code enforcement.
- Priority Upgrades: I have prioritized the IT budget and will be looking into upgrades to the Public Safety server as well the computers in the police cruisers. It is vital that our public safety is running current systems that are optimized with the latest tools in alignment with the other Departments in the area.

GIS

- Ammo Park E911 Addressing: I have been sworn in as the e911 Addressing Officer for Hampden. All Ammo Industrial Park was sharing '1 Ammo Park Road' even though there are multiple buildings and roads. I visited Ammo Industrial Park to collect data to assign addresses to the buildings of that location. Having correctly assigned e911 addresses is a priority because e911 responders must be able to quickly locate the area of an emergency when an incident happens.
- Created map for Stormwater outreach program with catch basins along the Colonial Heights area to be used for stenciling the street for educating the public on stormwater run-off locations. This public outreach will help with the quality of our water and compliance with State and Federal mandates.

- I'm currently learning how to update our parcel layer as well as other GIS data layers using MapInfo. The updates will be uploaded periodically to MainStreet Maps for public use.

Other:

- Created new user account for Reserve Officer, Patrick Pescitelli
- Resolved Town Office server folder mapping issue by running full updates and re-running script
- Uploaded new tour video of the Lura Hoyt Pool to Town website
- Resolved issue with Public Safety phone mounting on outside of building
- Extracted and provided data from email archives to comply with 5 FOIA requests
- Provided new e911 address to new structure on Meadow Road
- Networked with Spillman Group in Orono to learn best practices of IT in for the Public Safety Department
- I will be attending and hope to serve on the Services Committee and BASWG (Bangor Area Storm Water Group)

I would like to express how grateful I am for the opportunity to work for the Town of Hampden. I could not have picked a better place to apply my passions for IT and GIS. I look forward to contributing a wide range of value to this great Town for many years to come.

I have been very impressed by the friendliness and quality of character of all the staff I get the pleasure to work with. Thank you for the warm welcome,

Kyle Severance

GIS/IT Specialist

MONTHLY REPORT PUBLIC WORKS OCTOBER 2013

Mowed all ball fields, grave yards, and building grounds within the town.

Had 2 burials, one in Neally's Corner Cemetery and one in Riverview

Camera a sewer service @ 176 Mayo Rd and found service settled from 2010 construction

Picked up dead animals from time to time on town and state ways.

Loaded out demo and brush from 2 demo weekends at the transfer station

Flushed 46804 Ft of Sewer Line

Cut shoulders on Bog Rd by guardrails

Screened winter sand

Wellman Paving repaired sidewalk at the corner of Rte 1A and Western Ave

Serviced 5 pieces of equipment

Had one dump truck body sand blasted and painted by DM&J

Repaired secondary holding tank on fuel pumps at public Works

TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS
WEEKLY FOREMAN REPORTS

LIST DAILY ACCOMPLISHMENTS, SIGNIFICANT EVENTS, WEATHER CONDITIONS AFFECTING WORK, AND ANY OTHER INFORMATION THAT SHOULD BE NOTED. USE BACK OF SHEET IF NECESSARY FOR ADDITIONAL COMMENTS.

SUNDAY

DATE:

MONDAY

DATE: 9-29-2014 LOADED DEMO DEBRIS TRANSFER STATION
WORKED ON TRUCK #17 BODY VALVE
TIRE FROM TRACKLESS TO STRAHM FLAT REPAIR
PICKED UP TRASH PATTERSON RD + IA

TUESDAY

DATE: 9-30-2014 WORKED ON HYDRAULIC PUMP #17 CRACKED
PUT UP NEW MAINBOX POST HOLT ON MAYO RD
WENT TO H.P. FAIRFIELD FOR PARTS SKOHEGAN
HAULED WINTERSAND TO PINE FROM SEVERN PILE

WEDNESDAY

DATE: 10-1-2014 MADE SANDY HEARING TEST
ALBE AND DENNY, WORK ON TRUCKS
FLUSHED SEWERS EAST HAMPDEN RYER

THURSDAY

DATE: 10-2-2014 SMOKEY MEETING AT TOWN OFFICE
BRAN OFF GARY IN TRANSFER STATION
SCREENED WINTERSAND IN BACK PIT
WORKED ON #17 HYDRAULIC PUMP
TOOK OLD DIESEL FUEL TANK TO WILLMANS RECYCLING WINTERPORT

FRIDAY

DATE: 10-3-2014 DONNY SANDS RETIRING TODAY
WORKED ON #13 AIR TANK AT SANDER DOOR
SCREENED WINTERSAND IN PIT
PAINTED POSTS BY NEW FUEL PUMP FOR DIESEL TANK

SATURDAY

DATE:

SIGNATURE D Patterson DATE 10-6-2014

TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS
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SUNDAY
DATE:

MONDAY

DATE: 10-6-2014 WORKED #17 HYDROLIC Pump on Front
CLEANED TRANSFER STATION
SCREENED WINTERSAND Hauled WINTERSAND to Pile
T.V. MAN PICKED UP T.V.'S TRANSFER STATION
MOVED FIELD OUT BACK OF SAND PILE

TUESDAY

DATE: 10-7-2014 2 MEN FOR HEARING TEST BANGOR
WORKED ON #17 SANDER + CHAIN
SCREENED WINTERSAND BACK PIT
PUT PLASTIC ON WINDOWS AT LIBRARY + COVERED AIR HOLES
HAULED SAND TO PILE LOADED REFRIGERATORS IN TRANSFER STATION

WEDNESDAY

DATE: 10-8-2014 SAFTY MEETING TOWN OFFICE 8 A.M.
HAULED WINTERSAND TO PILE FROM GREEN PILE
LOOKED AT DIE SAFE FOR STATE D.O.T. Kennebec Rd
Ordered SCREENS for WINTERSAND for Milton Jordan

THURSDAY

DATE: 10-9-2014 OPENED BEAUFORT DAM BOG RD H.W. CLIFF PIT
WORKED ON #17 lights + Body
RIBE + KENG OUT WORKED ON #18 LIGHTS

FRIDAY

DATE: 10-10-2014 WORKED ON SCREEN NEW CLOTH
CHECKED BEAUFORT DAM BOG RD ON CLIFFS
WENT TO MILTON + JORDAN PICK UP SCREENS BRIDGE
CHECKED PROGRAMS TANKS AT SEWER Pumping Stations for refill
OPENED LOT LAKEVIEW (Shirley White) ASHES

SATURDAY
DATE:

SIGNATURE D. Patterson DATE 10-10-2014

TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS
WEEKLY FOREMAN REPORTS

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SUNDAY

DATE: 10-12-2014 Burial (Steirley Wine)

MONDAY

DATE: 10-13-2014 Holiday

TUESDAY

DATE: 10-14-2014 OPENED LOT LAKEVIEW CEMETERY
LOADED BOXED TRANSFER STATION
WORKED ON EQUIPMENT READY FOR WINTER
WORKED ON SCREEN PLANT NEW SCREENS BACKHOE
TO CLIFF LAND, REMOVED SOME OF THE BEAVER DAM

WEDNESDAY

DATE: 10-15-2014 WORKED ON 35 READY FOR WINTER
WORKED ON SCREWING MACHINES
HAULED WINTERSAND TO PILE FROM DOWN BACK
CUT CHARLIE HOULD BRUSH

THURSDAY

DATE: 10-16-2014 SERVED WINTERSAND
WORKED ON #32 READY FOR WINTER
FILLED RUTS IN WALK WAY TRAIL DORANTHER DIX PARK
PUT UP 5' TALL NUMBER SIGNS FOR FIRE DEPT. RED TAGS

FRIDAY

DATE: 10-17-2014 RAIN IN NITE 1.5 ins.
CHECKED ROADS + DRAINS ALLOVER TOWN
HEAVY RAIN AT TIMES
WORKED ON CAT TAKING LIGHTS OUT BACK WINDOW

SATURDAY

DATE:

SIGNATURE P Pattison DATE 10-20-2014

**TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS
WEEKLY FOREMAN REPORTS**

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SUNDAY
DATE:

MONDAY

DATE: 10-20-2014 CRAWLED TRANSFER STATION

OPENED BEAVER DAM CLIFFS LAND ON BOG ROAD
WORKED ON TRAIL FROM POOL TO TOWN OFFICE (cut wood)
Put Bridge BACK IN PLACE ON TRAIL Lander on 5105 ID + Brake
WORKED ON DIESEL PUMP HOSE GAUGE ON ROAD OFF LEABOD LANE Kings

TUESDAY

DATE: 10-21-2014 OPENED LOT LAKOVIA CEMETERY

GRAVE ON KINGS ROAD OF LEABOD LANE
PICKED UP ORDER FOR TRENCH BANGOR WELDING
WORKED ON #20 BRAKE LINES + FUEL LINES + TANK

WEDNESDAY

DATE: 10-22-2014

WORKED ON BEAVER DAMS RAIN IN NIGHT 43°
WORKED ON BRAKE LINES #20 MAYO RD + BOG ROAD
CLEANED CATCH BASINS ARIAN RAIN ON THE WAY

THURSDAY

DATE: 10-23-2014

WORKED ON #20 BRAKE LINES NEW RAIN 45°
CHECKED ON DRAINS + CULTURYS ALL OVER TOWN
LOCATED SEWER SERVICES MAIN RD SOUTH BY FIRE STATION
TOOK TRUCK OUT CULTURE AT MARINA WITH BACKHOE

FRIDAY

DATE: 10-24-2014

Put up Handi CAP PARKING MUN. Bldg RAIN 43°
WORKED ON #20 BRAKES
WORKED ON BEAVER DAM ON BOG ROAD + MAYO RD
SCREENED WINTER SAND BACK PIT

SATURDAY

DATE:

SIGNATURE D. Patterson DATE 10-27-2014

**TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS
WEEKLY FOREMAN REPORTS**

LIST DAILY ACCOMPLISHMENTS, SIGNIFICANT EVENTS, WEATHER CONDITIONS AFFECTING WORK, AND ANY OTHER INFORMATION THAT SHOULD BE NOTED. USE BACK OF SHEET IF NECESSARY FOR ADDITIONAL COMMENTS.

SUNDAY

DATE: _____

MONDAY

DATE: 10-27-2014 Backhoe ^{JD} 3105K TO NORTRAX cable on stabilizer Arm
 LOADED DEMO IN TRANSFER STATION
 WORKED ON #20 FUEL TANK + BRACKS
 PUT Bow + Wing on #17 SNOW MAYBE ON SAT. + SUN Day

TUESDAY

DATE: 10-28-2014 PUT UP DEND END SIGN SUNRISE LANE 37°
 SCREENED Wintersand BACK PIT
 WORKED ON #17 FRONT END READY FOR WINTER
 2 LOADS SALT DELIVERED REPIACRA HOSE #15 SANDER
 PUT SHOULDER GRAVEL ON EMERSON MILL RD

WEDNESDAY

DATE: 10-29-2014 WORKED ON BEAVER DAM MAYO RD 48°
 WORKED ON #20 FRONT DRIVE SHAFT
 SHOULDER GRAVEL ON EMERSON MILL RD
 Dan McAllister going to TWA BEAVER ON MAYO RD
 CHANGED WATER PIPES ON #19 DUG OUT BEAVER DAM MAYO RD 16KCTOV

THURSDAY

DATE: 10-30-2014 CUT Brush ON Jewell Drive
 VARNKEYS TO GET PARTS FOR #20 GMC
 OPENED BEAVER DAM MAYO RD McALLISTER TO TRAP THEM
 WENT TO BANGOR Library Pick UP Shelves For HAMPDEN Library
 LOADER + BACKHOE BOTH AT NORTRAX BROKEN

FRIDAY

DATE: 10-31-2014 Picked LOADED UP NORTRAX
 LOADED TUS TRANSFER STATION (Old House New Cumber) Fire Stn.
 Inspected SEWER CONNECTION MAIN Rd South By
 WORKED ON #20 FRONT WHEEL BEARING + LOCK
 PICKED UP NEW SIGN FOR MUN. Bldg INTERICE
 WORKED ON TRUCKS READY FOR STORM

SATURDAY

DATE: _____

SIGNATURE R Patterson DATE 11-2-2014



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 October
DATE: November 12, 2014

During the month of October the Hampden Police Department responded to 351 calls for service, processed 14 arrests/court violations; and issued 24 traffic citations and 116 written traffic warnings. The Fire Department responded to 24 calls for service and the ambulance responded to 70 calls.

Officer Small attended forty hours of training in evidence processing. He learned about new methods, products and tools available to successfully extract information from recovered evidence and crime scenes. This information will be shared with other officers and improve our ability to successfully identify potential suspects.

Myles Block attended a Tactics and Strategies class in Castine on residential house fires.

Edythe Dyer Community Library
September, 2014
Report of activities to the Town Council

Circulation: 3360 adult items; 2555 children's materials; 389 items were downloaded; 100 people used our public access computers (this does not include people who brought their own wireless devices). 2419 people came into the Library.

EDL staff answered 173 reference questions for people in the library and 173 over the telephone (these include 43 that were people who thought they were calling the town office)

EDL loaned 607 items to other libraries and borrowed 738 through the statewide delivery service.

Children's programs: Play & Learn Programs: 16 children /11 adults
Preschool Storytimes: 27 children / 17 adults
Toddler Storytimes: 80 toddlers / 64 adults
Read 'em and eat: 20 third – sixth grade students

Adult programs: Creative Writing: 30
Knitting group: 25 adults & teens
Book discussions: 19

Community groups: 10 groups met: 46 people

Trainings/professional development:

Debbie, Ariel and Elizabeth watched a Webinar on Book Discussions
Susan attended a Minerva circulation meeting on September 3
Debbie proctored an exam on September 12
Debbie met with Bangor Area Librarians for lunch on September 12
Debbie attended an online Maine Library Association meeting on September 24
Mary attended the Northern Maine Library District fall meeting on September 25

Edythe L. Dyer Community Library
Director's report for the months of September and October, 2014
Presented the Meeting of the Trustees
Tuesday November 18, 2014
At 7:00 pm at the Library

We have been asked to be the pilot small library for Maine Shared Collection Cooperative. I have gotten several spreadsheets analyzing the Library's collection. Thirty-six titles for retention for fifteen years, three books have been transferred to Bangor Public Library, and one has been transferred to the Maine State Library.

I attended the Minerva Users' Council on October 28 in Topsham. After the business meeting there were three presentations. Matthew Revitt and I spoke about the Maine Shared Collection Consortium. The other presentations were very interesting about a different way to classify nonfiction and a tutorial on using statistics to prioritize acquisitions.

On October 30 public works guys helped us get fifteen three foot sections of book shelves from the Bangor Public Library; they are changing to collapsible shelving. The shelving we got would have cost \$5235.00 without shipping. Nine went upstairs to expand the Bridge selections and allow juvenile nonfiction to be upstairs. Six are in the first fiction room allowing us to get rid of the difficult to use and unattractive free standing shelves in that room. We owe a huge thank you to Public Works, we never could have done it without them. The shelves were sort of like erector sets that had to be put together and attached to the walls.

Respectfully submitted,

Debbie Lozito

Weekly/Monthly Pool User Tally

Events	Week dates	Week dates	Week dates	Week dates	Week dates	Monthly Totals
	8/31-9/6	9/7-9/13	9/14-9/20	9/21-9/27	9/28-10/4	
AM Lap		10	17	15	16	58
AM Ex Class	SHUT	47	51	45	54	197
AM Open/Lap	DOWN	34	24	17	15	90
Open/Senior	WEEK	47	33	28	28	136
AM Lessons		33	32	33	29	127
Gentle Aerobics		32	29	36	37	134
PM Open/Lap 12:30-1:30		17	14	28	25	84
PM Lessons Wkdy		77	70	73	71	291
Wkdy Family Swim		36	44	32	42	154
PM Ex Class		26	23	23	24	96
PM Lap		7	8	8	12	35
Wkend lessons		86	84	75	74	319
Wkend lap		5	3	5	5	18
Wkend Fam Swim		43	32	47	55	177
Rentals		69	124	122	116	431
Totals	0	569	588	587	603	2347

Lura Hoit Pool Rentals 2014

Month	# of People	Total Hrs	Wkday Rntal Hrs	Wkend Rntal Hrs	Total Fees
Jan	904	89	70	19	\$4,960.00
Feb	609	66.5	33.5	33	\$3,375.00
Mar	585	52	7.5	44.5	\$2,840.00
Apr	584	31.5	8.5	23	\$1,835.00
May	469	45.5	11.5	34	\$2,535.00
June	323	31	8	23	\$1,730.00
July	208	17	8	9	\$680.00
Aug	154	11	5	6	\$655.00
Sep	431	28.5	5.5	23	\$1,485.00
Oct					
Nov					
Dec					
Year Totals	4267	372	157.5	214.5	\$20,095.00

Lura Hoit Pool Rentals 2013

Month	# of People	Total Hrs	Wkday Rntal Hrs	Wkend Rntal Hrs	Total Fees
Jan	1404	95.5	64.5	31	\$5,120.00
Feb	677	80.5	33	47.5	\$4,400.00
Mar	605	50	12	38	\$2,775.00
Apr	635	44.5	11.5	33	\$2,545.00
May	502	40.5	13.5	27	\$2,295.00
June	408	35	7	28	\$1,910.00
July	119	8	1	7	\$455.00
Aug	130	11	3	8	\$665.00
Sep	326	32	14	18	\$1,800.00
Oct	558	45.5	15.5	30	\$2,415.00
Nov	770	61	29	32	\$3,235.00
Dec	912	73.5	54.5	19	\$4,080.00
Year Totals	7046	577	258.5	318.5	\$31,695.00

**Daily Receipt
2014**

Day	Jan	Feb	Mar	April	May	June	Day	July	August	Sept	Oct	Nov	Dec
1	closed	\$ 365.00	\$ 412.00	\$ 848.00	\$ 92.00	\$ 140.00	1	\$ 640.00	\$ 695.00	closed			
2	\$450.00	\$ 310.00	\$ 682.00	\$ 236.00	\$ 157.00	\$ 320.00	2	\$ 305.00	\$ 247.00	closed			
3	\$41.00	\$ 145.00	\$ -	\$ 160.00	\$ 143.00	\$ 246.50	3	\$ 214.50	closed	closed			
4	\$360.00	\$ 731.00	\$ 778.25	\$ 435.00	\$ 120.00	\$ 180.00	4	closed	\$ 144.00	closed			
5	\$135.00	closed	\$ 347.00	\$ 291.00	\$ 300.00	\$ 150.00	5	\$ 90.00	\$ 450.00	closed			
6	\$60.00	\$ 298.00	\$ 405.00	\$ 158.00	\$ 521.00	\$ 202.00	6	closed	\$ 180.00	closed			
7	\$152.50	\$ 540.00	\$ 346.25	\$ 480.00	\$ 185.00	\$ 277.00	7	\$ 475.75	\$ 372.00	\$ 1,051.00			
8	\$585.75	\$ 471.75	\$ 335.00	\$ 438.75	\$ 158.25	\$ 82.50	8	\$ 20.00	\$ 310.00	\$ 807.00			
9	\$637.00	\$ 258.00	\$ 414.00	\$ 162.00	\$ 225.00	\$ 296.00	9	\$ 510.00	\$ -	\$ 1,213.75			
10	\$198.00	\$ 4,446.25	\$ 540.00	\$ 550.00	\$ 200.00	\$ 2,677.00	10	\$ 90.00	closed	\$ 182.00			
11	\$50.00	\$ 7,282.00	\$ 522.00	\$ 315.00	\$ 70.00	\$ 1,197.75	11	\$ 55.00	\$ 172.00	\$ 160.00			
12	\$385.00	\$ 1,400.50	\$ 185.00	\$ 182.50	\$ 187.00	\$ 529.00	12	\$ 165.00	\$ 165.00	\$ 375.00			
13	\$230.00	\$ 720.00	\$ 62.00	\$ 120.00	\$ 327.00	\$ 345.00	13	closed	\$ 571.00	\$ 244.00			
14	\$2,665.00	\$ 100.00	\$ 1,781.50	\$ 4,425.00	\$ 100.00	\$ 475.00	14	\$ 431.00	\$ -	\$ 107.50			
15	\$395.00	\$ 377.50	\$ 372.00	\$ 5,570.25	\$ 178.00	\$ 155.00	15	\$ 203.00	\$ 60.00	\$ -			
16	\$335.00	\$ 477.00	\$ 218.00	\$ 1,415.00	\$ 215.00	\$ 385.00	16	\$ 292.00	\$ 95.00	\$ 251.00			
17	\$445.00	\$ 580.00	\$ 70.00	\$ 337.00	\$ 407.00	\$ 527.00	17	\$ 566.25	closed	\$ 253.75			
18	\$404.00	\$ 687.00	\$ 176.00	\$ 372.00	\$ 405.00	\$ 282.00	18	\$ 190.00	\$ 2,987.00	\$ 704.00			
19	\$229.00	\$ 506.00	\$ 185.00	\$ 575.00	\$ 212.00	\$ 290.00	19	\$ 71.00	\$ 2,172.00	\$ 285.00			
20	closed	\$ 3,780.00	\$ 150.00	closed	\$ 407.00	\$ 734.00	20	closed	\$ 658.00	\$ 507.25			
21	\$70.00	\$ 1,006.00	\$ 725.75	\$ 316.00	\$ 259.00	\$ 299.00	21	\$ 336.25	\$ 702.00	\$ 125.00			
22	\$242.00	\$ 299.00	\$ 405.00	\$ 670.00	\$ 229.00	closed	22	\$ 431.75	\$ 994.00	\$ 195.00			
23	\$80.00	\$ 215.00	\$ 282.00	\$ 718.00	\$ 240.00	\$ 370.00	23	\$ 422.00	\$ 520.00	\$ 412.50			
24	\$252.00	\$ 182.00	\$ 355.75	\$ 687.00	\$ 385.00	\$ 1,019.00	24	\$ 202.00	\$ 619.00	\$ -			
25	\$317.00	\$ 339.00	\$ 454.50	\$ 452.00	\$ 310.00	\$ 557.50	25	\$ 97.00	\$ 920.00	\$ -			
26	\$474.00	\$ 288.00	\$ 420.00	\$ 339.00	closed	\$ 222.00	26	\$ 378.00	\$ 1,264.00	\$ 230.75			
27	\$105.00	\$ 166.25	\$ 335.00	\$ 395.00	\$ 730.00	\$ 429.00	27	closed	\$ 503.25	\$ 543.00			
28	\$470.00	\$ 159.00	\$ 20.00	\$ 440.00	\$ 331.75	\$ 282.00	28	\$ 280.00	\$ 390.00	\$ 125.00			
29	\$200.00		\$ 498.00	\$ 576.00	\$ 600.00	closed	29	\$ 85.00	\$ 408.00	\$ 60.00			
30	\$140.00		\$ 222.50	\$ 121.00	\$ 157.00	\$ 357.00	30	\$ 60.00	\$ 185.00	\$ 162.50			
31	\$409.50		\$ 587.50		\$ 262.00		31	\$ 102.00	closed				
Total	\$10,516.75	\$ 26,129.25	\$ 12,287.00	\$ 21,784.50	\$ 8,113.00	\$ 13,026.25		\$ 6,712.50	\$ 15,783.25	\$ 7,995.00	\$ -	\$ -	\$ -

Hampden Recreation Department

Skehan Recreation Center

October Update 2014

Currently we were open 7 days per week. Current day time programming consists of walking, senior fitness, line dancing, Tuesday/Thursday open gyms, yoga and pickleball twice a week. Facility rental this month included the Bangor Roller Derby, a men's basketball group, the Maine Mathematics Science and Engineering Talent Search, a private AAU basketball team, and Bronco Travel Basketball program tryouts. Party rentals slowed in October, resulting in the hosting of two parties. Our business hours were adjusted during the month of September to be Monday 7 AM to 6 PM, Tuesday, Wednesday and Thursday 7 AM to 8:30 PM, Friday 7 AM to 4 PM, and Saturday/Sunday depend on programming/rentals.

Fall programs finished up by late October. Planning and advertising for the Winter I Session began, and registrations were coming in by late in the month.

We have continued to work further on the items needing attention by the Bureau of Labor inspection in September. Hepatitis B paperwork had been completed and forwarded on for employee files. Lighting upgrades were begun by Hampden Electric and should be completed by early November. The Director is working with staff to train on building specific practices for the areas of SDS/Hazard Communication, Emergency Action, and Blood Borne Pathogen.

Penobscot Temperature Controls started the boiler back up and made clock adjustments as needed. Two thermostats were replaced and calibrated to cycle on and off properly at 68 degrees. The lobby heater units had filter changes by volunteer Spencer Smith to ready them for the coming winter season. Currently these units have not been turned on, as we have been utilizing the heat pump to supplement lobby heat on cooler dates in October.

The annual Halloween Party was hosted on October 31st at the Skehan Center. We had a wonderful response by many town staff, elected officials, and community members who helped provide candy donations for the event. In addition the Hampden Kiwanis, provide financial support, which helped rent two bounces houses. Recreation Committee members provided hot meal items for sale to benefit the Center. Attendance was very steady this year, with many visitors arriving in the first half of the evening, then heading out. It appears that weather and day of the week affects attendance and timing of attendance for this annual family friendly favorite event.

Sunday Preseason Basketball Play Days were completed in October. Approximately, \$5300, was taken in between door admission and concessions during these 5 Sundays. This was down about \$700 from last year's comparable, and is probably the result of some shorter hours of play, and a significant decrease in spectator attendance two of the weekends. Concessions seemed to be a bit more profitable this year as

compared to last year. We hope to be considered for future host opportunities perhaps in the spring and again next fall with this organizer.

We received notice during the month of October of two part time staff leaving their jobs. This had created the need for additional hours for some staff and the reassignment of some staff responsibilities. These two positions were advertised in the BDN, the Town of Hampden website, the Career Center, and through the Sports Management faculty at Husson University, in addition to the part time Kids Korner Supervisor position that we have been advertising since August. There has been little interest in these positions. We are hopeful of being able to interview for these positions in November.

Hampden Recreation Department

Skehan Recreation Center

Director Report

October 2014

- Completed monthly fire extinguisher inspections.
- Completed AED Monthly Test.
- Managed concession stand purchases and sales
- Completed monthly billing for Bangor Roller Derby for October, and received payment.
- Billed RSU 22 Adult Ed for students who participated in adult glass classed and received payment.
- Took requests for rental space/group use at Skehan Center.
- Worked with John Bapst for winter basketball rental scheduling.
- Received notice from two employees who will be leaving their position by early November
- Advertised for part time help in the BDN, Town of Hampden website, Career Center, and Husson College.
- Began registrations for the Winter I session programs.
- Worked with Bronco Youth Football to make payments to game staff as needed.
- Billed ongoing basketball rental client.
- Billed and received payment for an afterschool program rental.
- Met with new cleaning provider.
- Arranged for removal of Porta Potty at 5 rental locations by Frost Septic.
- Worked on items of correction from the Bureau of Labor Inspection, includes arranging for use of reserve funds for lighting upgrades, acquiring Hepatitis B paperwork required by employees with exposure, maximized clearances around electrical panels by relocating storage items, and completing Director training.
- Hampden Electric began upgrades of emergency lighting and exit lighting.
- Met with BrickNet and Kyle Severence to work on a plan to reduce two internet connections to one at the Skehan Center.
- Continued hosting Sunday Preseason Basketball play days throughout the month.
- Staffed two Sundays of Preseason Basketball, and cashed up weekly on Sunday evenings after tournament day ended.
- Skehan Center Boiler Started, and clock adjustments made by Penobscot Temperature Controls.
- Covered additional weekend staffing hours with the assistance of the Assistant Director after the family deaths over the same weekend of part time staff.
- Ordered a repair to playground structure at the Lura Hoit Pool equipment. Repair completed during October.
- Worked on correcting ongoing issues with drainage and water flow in the lobby water fountain of the Skehan Center. Had a plumber replace a cord which had been broken. This repair resolved cooling issues, but we are continuing to be plagued by drainage and water flow issues. A follow up with the plumber is necessary.
- Filters to lobby heater units at the Skehan Center were replaced by volunteer Spencer Smith.
- Worked with Public Works to address a toilet issues in the ladies locker room. A new valve will need to be installed by a plumber.
- Met with Husson Sports Management Professor, Rich Fabri, about student internship possibilities.
- Worked with a couple of Recreation Committee members on leads for banner advertisements. One was successfully secured with Husson College.
- Arranged for end of the season clean up at the Lura Hoit Recreation Area.
- Assisted part time staff with supervision of Afterschool Open Gym Program.
- Staffed an evening Halloween rental with a local adult residential care program.
- Solicited candy donations and hot meal donations for our annual Halloween Open House.
- Staffed the annual Halloween Open House with Assistant Director and Kids Korner staff.
- Send notes of thanks to the volunteers with the Fall Soccer program.
- Took some vacation time during the week of Columbus Day.
- Continued to foster and strengthen relationship ties with the building owners Historic Hampden Academy LLC.

Thank you for the opportunity to serve the community in this capacity.

Shelley Abbott
Recreation Director

D-2-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 meruit, 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 <u>deleted.</u>

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-3-a

**OFFICIAL RETURN OF VOTES
FOR
MUNICIPAL ELECTION
HELD ON
NOVEMBER 4, 2014**

District Councilor – Districts 1, 2, 3 and 4 – 1 per District for 3-year term

Directors RSU No. 22 – 3 for 3-year term

Director – RSU No. 22 – 1 to Complete Term to November 2015

Trustee Hampden Water District – 1 for 5-year term

Also to determine the following Referendum Questions:

ARTICLE 1. Shall the Charter amendment reprinted below be approved?

[] Yes [] No

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

Deletions in ~~strikeout~~

Additions underlined

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 those present.

Effective Date: This Charter Amendment shall take effect upon adoption by the voters.

Summary: The current quorum provision requires a super majority of 5 members of the 7 member Town Council for a quorum to conduct business.

OFFICIAL RETURN OF VOTES
MUNICIPAL ELECTION
NOVEMBER 4, 2014

There have been a number of times when the Town Council was unable to hold a council meeting due to a lack of the presence of 5 members. This amendment would reduce the quorum requirement to a simple majority. This amendment will not have an effect on the number of votes required for council action, as Section 211(d) requires a majority vote of the councilors present at the meeting. For both a meeting with 4 members present and a meeting with 5 members present, the majority vote required would be 3 votes.

ARTICLE 2. Shall the Charter amendment reprinted below be approved?

[] Yes [] No

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

Deletions in ~~strikeout~~
Additions underlined

Sec. 901 General Authority

- (a) *Referendum.* The qualified voters of the town shall have power to require reconsideration by the council of any adopted ordinance and, if the council fails to repeal or change an ordinance so reconsidered, to approve or reject it by referendum at ~~a town~~ an election, provided that such power shall not extend to the budget or capital program or any emergency ordinance or ordinance relating to appropriations of money, levy taxes, or salaries of officers or employees.
- (b) *Initiative.* The qualified voters shall have the power to propose ordinances, ~~resolves or orders~~ to the council and, if the council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at an election, provided that such power shall not extend to the budget or capital program or any ordinance relating to appropriation of money, levy of taxes or salaries of officials or employees.

Sec. 903 Commencement of Referendum Proceedings - Any 5 registered voters may begin referendum proceedings by a request in writing, to the town clerk for the appropriate petition blanks. All papers of the petition shall be uniform in size and style and shall be assembled as one instrument for filing. They shall contain or have attached thereto throughout their circulation the full text of the ordinance, ~~order or resolve~~ sought to be reconsidered. The petition shall be signed only by registered voters of the town and each voter's signature shall be followed by that person's printed name and street address.

Each paper of the petition, when filed, shall have attached to it an affidavit executed by the circulator thereof stating that the circulator personally circulated

OFFICIAL RETURN OF VOTES
MUNICIPAL ELECTION
NOVEMBER 4, 2014

the paper, the number of signatures thereon, that all the signatures were affixed in the circulator's presence, that the circulator believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the ordinance sought to be reconsidered.

If within 20 days after the enactment of any such ordinance, ~~order or resolve~~, the appropriate petition signed by not less than 10% of the registered voters of the town is filed with the town clerk requesting its reference to a referendum, the town council shall call a public hearing to be held within 30 days from the date of the filing of such petition with the town clerk, and shall order the question of adopting such ordinance, ~~order or resolve~~ submitted to a referendum vote to be held at the next scheduled election, or in the case of no election being scheduled within 6 months of the date of said public hearing, the council may order a special election to be held for that purpose, unless such ordinance shall be repealed by the council prior to the call for said election. Pending action by the voters of the town, the referred ordinance, ~~order or resolve~~ shall be suspended from going into operation until it has received a vote of the majority of the voters voting on said question.

Sec. 905 Enactment of Ordinances by Initiative - Ordinances may be enacted by the following initiative procedure:

Any 5 registered voters may begin initiative proceedings by request in writing to the town clerk for the appropriate petition blanks. The complete text of the proposed ordinance shall be included with the request. All papers of the petition shall be uniform in size and style and shall be assembled as one instrument for filing. They shall contain or have attached thereto throughout their circulation the full text of the proposed ordinance. The petition shall be signed only by registered voters of the town and each voter's signature shall be followed by that person's printed name and street address.

Each paper of the petition shall have attached to it when filed an affidavit executed by the circulator thereof stating that the circulator personally circulated the paper, the number of signatures thereon, that all the signatures were affixed in the circulator's presence, that the circulator believes them to be the genuine signatures of the persons whose names they purport to be and that each signer had an opportunity before signing to read the full text of the proposed ordinance.

Upon receipt by the town clerk of the appropriate petition signed by not less than 10% of the registered voters of the town, the town council shall call a public hearing to be held within 30 days from the date of the filing of such petition with the town clerk, and shall order the question of adopting such ordinance submitted to a vote to be held at the next scheduled election, or in the case of no election being scheduled within six months of the date of said public hearing, the council may order a special election to be held for that purpose, unless such ordinance

OFFICIAL RETURN OF VOTES
MUNICIPAL ELECTION
NOVEMBER 4, 2014

shall be enacted by the council prior to the call for said town election. Such ordinance shall be enacted and take effect when a majority of those voting thereon shall have voted in the affirmative.

Effective Date: This Charter Amendment shall take effect upon adoption by the voters.

Summary: The purposes of the amendments are to correct inconsistencies in the provisions dealing with referenda and initiatives, and to require the printed names and street addresses of the persons signing a petition to enable the Town Clerk to verify their status as a registered voter in Hampden.

ARTICLE 3. Shall the Charter amendment reprinted below be approved?

Yes No

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

Deletions in ~~strikeout~~
Additions underlined

Sec. 1002 Activities Prohibited - No person shall be appointed to or removed from, or in any way favored or discriminated against with respect to any town position or appointive town administrative office because of religion, age, sex, sexual orientation, marital status, race, color, ancestry, national origin, physical or mental ~~handicap~~ disability.

Effective Date: This Charter Amendment shall take effect upon adoption by the voters.

Summary: The purpose of this amendment is to make Section 1002 consistent with the Maine Human Rights Act.

ARTICLE 4. Shall the Charter amendment reprinted below be approved?

Yes No

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

Deletions in ~~strikeout~~
Additions underlined

OFFICIAL RETURN OF VOTES
MUNICIPAL ELECTION
NOVEMBER 4, 2014

Sec. 1003 Charter Amendment or Revision

~~(1) *Proposal of Amendment or Revision.* Amendments or revisions to this charter may be framed and proposed; initiated by the town council or by petition of the voters of the town in accordance with the applicable requirements and procedures set forth in Title 30-A M.R.S. Sections 2101 through 2105, as may be amended or replaced from time to time.~~

- ~~(a) In the manner provided by state law, or~~
- ~~(b) By ordinance of the town council containing the full text of the proposed amendment and effective upon adoption, or~~
- ~~(c) By the registered voters of the town, or~~
- ~~(d) By report of a charter commission created by ordinance.~~

~~Proposal of an amendment by the registered voters of the town shall be by petition containing the full text of the proposed amendment and shall be governed by the same procedures and requirements prescribed in Article IX for initiative petitions until such time as a final determination as to the sufficiency of the petitions is made. The petition must be signed by registered voters of the town equal in number to at least 10% of the total number of registered voters.~~

~~(2) *Election.* Upon passage of an ordinance, or upon receipt of a petition finally determined sufficient, or upon receipt of the report of a charter commission, proposing an amendment pursuant to subsection 1, the town council shall submit the proposed amendment to the voters of the town at an election. Such election shall be announced by a public notice that will include a brief summary of the change(s) and location(s) where the complete text is available for inspection by the general public and shall be published in one or more newspapers of general circulation in the town at least 30 days prior to the date of the election. The election shall be held at the next regular municipal election. **(Amended: November 2, 2004)**~~

~~(3) *Adoption of Amendment.* If a majority of the qualified voters of the town voting upon a proposed charter amendment vote in favor of it, the amendment shall become effective at the time fixed in the amendment or, if no time is therein fixed, 30 days after its adoption by the voters.~~

~~(4) (2) The town council is hereby authorized to correct typographical errors and misspelled words within the text of the charter for the purpose of accuracy in its phraseology except that there shall be no additions to or deletions from the subject matter of the charter other than by ordinance as prescribed by Section 212. **(Amended: 12/5/1977)**~~

Effective Date: This Charter Amendment shall take effect upon adoption by the voters.

OFFICIAL RETURN OF VOTES
MUNICIPAL ELECTION
NOVEMBER 4, 2014

Summary: In 1969, the Constitution of Maine was amended to add Article VIII, Part Second, Section 1, which granted municipalities home rule authority to alter or amend their charters. Section 1 also provided that the State Legislature shall prescribe the procedure by which the municipalities may so act. Some of the existing provisions of Section 1003 of the Town Charter are inconsistent with the procedure prescribed by the Legislature in Title 30-A M.R.S. Sections 2101 through 2105. The purpose of the proposed amendments is to bring the Town Charter into conformity with the provisions prescribed by the Legislature.

Given in at the General/Referendum Election held on November 4, 2014.

At a legal meeting of the Inhabitants of Hampden in the County of Penobscot, qualified to vote in the municipal election, held on the first Tuesday of November, the same being the 4th day of said month in the year of our Lord, two thousand fourteen, the said Inhabitants gave their votes for District Councilor – Districts 1, 2, 3 and 4; Directors RSU No. 22. – 3; Directors RSU No. 22 – 1 to complete term until November 2015; and Trustee Hampden Water District – 1.

The same were received, sorted and declared by the Warden who presided and in the presence of the Clerk, who formed a list of the person voted for and made a record thereof as follows:

Total Number of Ballots Cast (Candidate Ballots):	* 3384
* District 1 Ballots Cast	834
District 2 Ballots Cast	892
District 3 Ballots Cast	846
District 4 Ballots Cast	812
Total Number of Ballots Cast (Referendum Ballots):	3372

For Councilor – District 1 – 3-year Term

Wilde, Stephen L.	<u>411</u>
McPike, Ivan P.	<u>319</u>
Blanks (includes Undeclared Write-ins Counted as Blanks):	<u>104</u>

OFFICIAL RETURN OF VOTES
MUNICIPAL ELECTION
NOVEMBER 4, 2014

For Councilor – District 2 – 3-year Term

Gray, Mark E.	<u>345</u>
Marble, Dennis R.	<u>398</u>
Blanks (includes Undeclared Write-ins Counted as Blanks):	<u>149</u>

For Councilor – District 3 – 3-year Term

Lawlis, Jean H.	<u>357</u>
McAvoy, Philip T.	<u>399</u>
Blanks (includes Undeclared Write-ins Counted as Blanks):	<u>90</u>

For Councilor – District 4 – 3-year Term

Ryder, David I.	<u>489</u>
Colford, Andrew J.	<u>213</u>
Blanks (includes Undeclared Write-ins Counted as Blanks):	<u>110</u>

For Directors RSU No. 22 – 3 for 3-year term

Lovley, Kympton D.	<u>993</u>
Hawkes, Karen B.	<u>1464</u>
Sharpe, Jason F.	<u>1772</u>
Parker, Niles D.	<u>1398</u>
French, Lester A.	<u>1151</u>
Blanks (includes Undeclared Write-ins Counted as Blanks):	<u>3374</u>

For Directors RSU No. 22 – To Complete Term until November 2015

Duprey, Brian M.	<u>1228</u>
Liberatore, Anthony L.	<u>1774</u>
Blanks (includes Undeclared Write-ins Counted as Blanks):	<u>382</u>

OFFICIAL RETURN OF VOTES
MUNICIPAL ELECTION
NOVEMBER 4, 2014

**For Trustee Hampden Water District – 1
(To serve for five (5) years)**

Blanks (includes Undeclared Write-ins
Counted as Blanks): 3384

Also vote on Referendum Article 1 – Charter Amendment (as stated above)

Yes had: 2029
No had: 983
Blanks 360

Also vote on Referendum Article 2 – Charter Amendment (as stated above)

Yes had: 2311
No had: 640
Blanks 421

Also vote on Referendum Article 3 – Charter Amendment (as stated above)

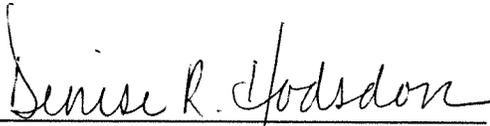
Yes had: 2535
No had: 479
Blanks 358

Also vote on Referendum Article 4 – Charter Amendment (as stated above)

Yes had: 2288
No had: 580
Blanks 504

A True Copy.

Attest:


Denise R. Hodsdon, Town Clerk
Town of Hampden



Check One: Initial Application
 Reappointment

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

D-3-b

NAME: Will: A M ESTEV 14
LAST FIRST MI
ADDRESS: 20 Main St apt #2, Hampden Me.
STREET TOWN ZIP 04444

MAILING ADDRESS (if different): _____

TELEPHONE: 207-862-4181 207-862-1586
HOME WORK

EMAIL: Whe 1234 @ roadrunner.com

OCCUPATION: Real Estate C.P.A. and bank director

BOARD OR COMMITTEE PREFERENCE:
FIRST CHOICE: Trustee of Hampden Water District
SECOND CHOICE (OPTIONAL): _____

How would your experience, education and/or occupation be a benefit to this board or committee?
My experience with balance sheets and annual statements and budgets, will fit nicely with reviewing monthly reports of the water district

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

- | | | |
|--|----------------------|--|
| <p>CONSERVATION COMMITTEE
BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA HOIT MEMORIAL POOL
ECONOMIC DEVELOPMENT COMMITTEE
FRIENDS OF DOROTHEA DIX PARK</p> | <p><u>3 YEAR</u></p> | <p>DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMITTEE
TREE BOARD</p> |
|--|----------------------|--|

5 YEAR
PLANNING BOARD

FOR TOWN USE ONLY		Date Application Received: <u>10/7/2014</u>
COUNCIL COMMITTEE ACTION: _____	DATE: _____	
COUNCIL ACTION: _____	DATE: _____	
<input type="checkbox"/> NEW APPT	<input type="checkbox"/> REAPPOINTMENT	DATE APPOINTMENT EXPIRES: _____



Check One: Initial Application
 Reappoint

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

D-3-C

NAME: White LAST Robert FIRST E MI

ADDRESS: 118 Main Rd STREET Hampden TOWN 04444 ZIP

MAILING ADDRESS (if different): P.O. Box 303

TELEPHONE: 207-862-3940 HOME 207-356-8697 WORK

EMAIL: _____

OCCUPATION: Retired

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Hampden Water District

SECOND CHOICE (OPTIONAL): _____

How would your experience, education and/or occupation be a benefit to this board or committee? _____

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

- | | | |
|--------------------------------|---------------|---------------------------------|
| CONSERVATION COMMITTEE | <u>3 YEAR</u> | DYER LIBRARY |
| BOARD OF ASSESSMENT REVIEW | | RECREATION COMMITTEE |
| PERSONNEL APPEALS BOARD | | BOARD OF APPEALS |
| LURA HOIT MEMORIAL POOL | | HISTORIC PRESERVATION COMMITTEE |
| ECONOMIC DEVELOPMENT COMMITTEE | | TREE BOARD |
| FRIENDS OF DOROTHEA DIX PARK | | |

5 YEAR
PLANNING BOARD

OCT 14 2014

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



Check One: Initial Application
 Reappointr

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

D-3-d

NAME: Hawkins LAST Cynthia FIRST C MI

ADDRESS: 61 Rawley Dr. STREET Hampden TOWN 04449 ZIP

MAILING ADDRESS (if different): P.O. Box 158

TELEPHONE: 862-8064 HOME cell - 907-5692 WORK

EMAIL: Cindy.Hawkins@roadrunner.com

OCCUPATION: Mother (I stay home) I use to Teach!

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Friends of Dorothea Dix Park, Tree Board,

SECOND CHOICE (OPTIONAL): Dyer Library, Conservation Committee

How would your experience, education and/or occupation be a benefit to this board or committee? Graduate of H.A. and U.M. at Orono.

Fought many years in both the private / public sector both in state and out of state.

Are there any issues you feel this board or committee should address, or should continue to address? I have ~~no~~ the time to give back

to the community and wish too!!

3 YEAR

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

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

5 YEAR
PLANNING BOARD

FOR TOWN USE ONLY

Date Application Received: 10/15/2014

COUNCIL COMMITTEE ACTION: _____ DATE: _____

COUNCIL ACTION: _____ DATE: _____

____ NEW APPT ____ REAPPOINTMENT DATE APPOINTMENT EXPIRES: _____

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



MRC
Municipal Review Committee, Inc.

D-4-a

To: MRC Membership
From: Greg Louder, MRC Clerk 
Date: October 24, 2014
RE: MRC Board of Directors Election Ballot

Please find enclosed a MRC Board of Directors election ballot. Ballots cast in this election will determine the election of three (3) Directors to serve on the MRC Board of Directors for three-year terms from January 1, 2015 through December 31, 2017.

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

Ballots must be returned to MRC before 5:00 pm, December 9, 2014. A self-addressed, stamped envelope is enclosed for your convenience.

The election results will be read at the MRC Annual Meeting held at 3:00 P.M. in the afternoon on December 10, 2014 time and location TBA.

Note: Vote must be cast for one candidate only.

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

Voting Ballot

- ◆ To fill three positions for a three year term from January 1, 2015 to December 31, 2017
(3 highest vote totals)

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

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

VOTE FOR ONE INDIVIDUAL ONLY

→ *More than one checked box will invalidate the ballot* ←

- Joseph C. Dunn - Howland
- Kenneth Fletcher – Winslow
- Derik Goodine – Bucksport
- Ivan McPike – Hampden
- Matthew S. Pineo – Brownville
- Joshua Reny – Fairfield
- Barbara Veilleux – Penobscot County
- Sophia Wilson – Orono

Please return this ballot no later than 5:00 p.m., DECEMBER 9, 2014 to:

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

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

**RESULTS OF THIS ELECTION WILL BE READ AT THE MRC ANNUAL MEETING
TO BE HELD DECEMBER 10, 2014**

Biography for Joseph "Joe" C. Dunn

Joe Dunn has served the community of Howland for over 20 years. He has served as a Selectman and as the operator of the Transfer/Recycle Facility. During his tenure working for the Transfer/Recycle Facility, much of this time was donated volunteer work. He has prided himself on knowing the rules and regulations of running the facility as well as the ins and outs of the industry. In the beginning, he saved the Town countless dollars through the successful award of grants to build and improve the facility. Since his time working for the facility he has remained involved in its operation through his work as a selectmen as has kept abreast of the changes in the waste disposal environment.

Biography for Kenneth (Ken) Fletcher

Name: Kenneth (Ken) Fletcher

Residence: 382 Garland Rd, Winslow, Maine 04901

Marital Status: Married to Mary Ellen Fletcher

Work History: 35 years experience in the Pulp & Paper Industry in various technical and managerial positions including 25 years with Scott Paper Co. in Winslow and Pulp and Paper Consultant throughout the U.S.

Education: BS in Forestry and Fifth Year Certificate in Pulp and Paper Management from University of Maine-Orono

Public Service Experience: 4 Terms (8 years) Maine House of Representatives representing House District 54-Winslow and SW Benton and served 8 years on the Utilities and Energy Joint Standing Committee; Director of the Governor's Energy Office March 2011 to January 2013 for State of Maine, Trustee of Efficiency Maine, and currently Town Councilor in Winslow.

Community Involvement-member of:

- Corpus Christi Parish
- Kennebec Valley Community College General Advisory Council 2002-2010
- United Way of Mid-Maine Community Action Team-Strengthening Children, Youth & Families 2004-2010
- Kennebec Valley Community Action Program Housing Committee 2004-2010
- Sustain Mid-Maine Energy Committee
- Mid-Maine Chamber of Commerce
- Winslow Planning Board 2001-2010

Biography for Derik Goodine

Served as Town Manager in the following MRC communities from 1994-2004 and 2014. Sangerville, Levant, Bucksport. He was closely involved in amending MRC contracts with PERC Partners and BHE during electric deregulation sitting at the table during most of the negotiations. Naples town manager from 2004 – 2014 and contract town at RWS. I have experience and interest with MRC and PERC history as well as alternative knowledge in RWS facility in Portland. I think all of this will make me a great representative for the MRC communities on the MRC Board of Directors.

Biography for Ivan McPike

Town Councilor, Hampden, 2013 – present
EMCC Foundation Board of Directors
Former Owner, Maine Salt
Member, Bangor Breakfast Rotary
Past President, Bangor Chamber of Commerce
Past Member, YMCA Board of Directors

Biography for Matt Pineo

Certified Town Manager, Town of Brownville: 3.5 years

Town Manager, Town of Bradford: 2.5 years

CEO, Chairman of the Board:
Penquis Solid Waste Corporation 3.5 years

Vice President and Executive Board:
Piscataquis Economic Development Council 3.5 years

Legislative Policy Committee: Representative
Maine Municipal Association 3 years

Maine Tax Collector & Treasurer Association 1 year
Executive Committee

Maine Municipal Association:
Ethics Committee
Membership Committee
Training Committee 3.5 years

Action Committee 50:
Member 2.5 years

Corporate Management:
Retail 8 years
Hospitality 14 years

Testified before the Legislative sub-committee on the Hierarchy of Waste Management in the State of Maine.

Attended multiple meetings with MRC for the past 2.5 years. Understand the problems facing Maine's Municipalities post 2018, and wish to serve as an Active Board Member on MRC to develop a long term benefit for the taxpayers in our communities on Solid Waste Management.

Biography for Joshua Reny

MRC Board of Directors, 2012-present, vice-president 2014
Board of Directors, KVCOG, 2011-present
Board of Directors, KSW Federal Credit Union, 2012-present

Employment

Town Manager, Town of Fairfield, 2011-present
Economic Development Director, Town of Fairfield, 2008-2009
Air National Guard, 1999-present, rank of Captain

Education

Master of Public Policy, USM-Muskie School
Bachelor of Arts, UMaine Farmington
Associate of Applied Science, NMTC, Presque Isle

During the past three years the MRC has made incredible progress with post-2018 planning in addition to continued oversight of the PERC facility. We have undertaken a deliberate and thoughtful planning process that emphasizes the MRC's continuing goals of a long-term, environmental sound, and cost effective solution to solid waste management. We have conducted outreach to members and the public to provide facts regarding the challenges for continued operation of PERC after our contracts expire in 2018. We have thoroughly vetted all options and are now preparing to develop a formal proposal for all members to review and decide upon. This is a very pivotal time in the history of the MRC and I would appreciate your vote to continue this important work. Thank you.

Biography for Barbara Veilleux

Barbara Veilleux has lived in the Town of Holden for 28 years and is currently a member of the town's Budget Committee. Mrs. Veilleux was hired by Merchant's National Bank in 1973, climbing up the ranks to Loan Officer by the mid 1980's. After a twenty year career in banking, Barbara was ready for a new challenge and in 1997 was fortunate to gain employment with Penobscot County, where she served as the Administrative Assistant for the office that oversees the provision of municipal services to the Unorganized Territories. It was in this capacity that Barbara first became involved with solid waste issues. Serving as the Director of Unorganized Territory Administration since 2008, Barbara continues to be involved with all aspects of solid waste management. She was instrumental in regionalizing the County's solid waste program during her first two years as Director. Barbara has recently become more actively involved in the post 2018 issues facing the Municipal Review Committee and strongly believes that MRC is on the path to becoming a leader in solid waste management in Maine. As an employee of Penobscot County, Barbara represents the interests of all its citizens.

Biography for Sophia Wilson

Sophie Wilson has served as Town Manager for a total of 14 years – the last 3 in Orono, Maine and the previous 11 in Brownville, Maine. She is finishing up her third term on the MRC Board of Directors and currently serves at the MRC Treasurer. In Brownville, she served on various regional boards including the Penquis Solid Waste Board of Directors in the roles of both President and Treasurer. She has also served on the Maine Municipal Association Executive Committee as a member, President, and Past President.

DRAFT

INFRASTRUCTURE COMMITTEE MEETING MINUTES

Monday October 27, 2014

D-4-b
D-4-c
D-4-d
D-4-e
D-5-a

Attending:

Councilor David Ryder

Councilor Ivan McPike

Councilor Jean Lawlis

Councilor Tom Brann

Councilor William Shakespeare

Kiwanis Club Representatives

Public Works Director Chip Swan

Residents

The meeting was opened at 6 p.m. by Chairman Ryder.

1. MINUTES – 8/25/2014 Meeting – Motion by Councilor Shakespeare, seconded by Councilor McPike to approve the minutes. Minutes approved as presented.
2. OLD BUSINESS
 - A. Update - Cemetery Maintenance Costs – 2014 – Public Works Director – The Public Works Director presented a proposal to put the cemetery operations out to bid for a three year period. The bid would be put out in November and be awarded in time for spring cemetery maintenance to occur. This proposal is the result of a review of expenditures for cemetery operations this year with the possibility of some reduction in cost. This would negate the need to hire additional personnel in the summer for mowing and maintenance. Existing personnel would continue to mow recreation fields and to do maintenance on town buildings and town parks. Motion by Councilor Brann, seconded by Councilor McPike to support the Public Works Director's plan to put cemetery maintenance out to bid. Unanimous vote in favor.
 - B. Project Inspection Costs/Process – Councilor Shakespeare – Councilor Shakespeare had asked for information related to the practice of paying a third party inspector to inspect private development and town projects. The Town Manager had provided a breakdown of the projects done over the past five years and the inspection costs associated with same. She explained that the Town required third party inspection of projects to insure that work done by contractors for both the Town and Developers was done according to plan specifications. The Town's zoning ordinance requires third party inspection of developer projects, and the Town treats itself in the same manner by having inspectors on town construction projects. The Public Works Director explained that the cost of hiring an engineering firm to do such inspections would be nearly double per hour what the Town currently pays a retired civil engineer or the Town's former Public Works Director. Resident Stan MacMillan, a long-time contractor, noted that the town was getting a good deal on inspections by using the personnel that it does rather than hiring an engineer. No action was taken on this item by the Committee.

C. Wood Harvesting – Business Park/Dorothea Dix/LL Bean – Councilor Ryder discussed the report done by Prentice and Carlisle for the Town in 2008 related to wood harvesting at Dorothea Dix Park for park management, the LL Bean parcel and the town-owned parcel on Kennebec Road to see if there was Committee interest in considering implementation of parts of that plan. Also discussed was the wood harvesting for the Business Park and whether or not the Town should arrange for that to be done in order to realized any profit from the sale of the wood or if it should be left to Sargent when the infrastructure is constructed for the road/utilities. Councilor Brann told the Committee that both Sargent and Thornton had agreed to give the Town the money from sale of wood associated with clearing on the property. It was the consensus of the Committee that the Town should get those agreements in writing from Sargent and Thornton. The Kennebec Road parcel was not seen in the report as having wood of any commercial value and the Committee concentrated primarily on discussions of the LL Bean parcel and Dorothea Dix. Resident Peggy Brown who owns land adjacent to the Kennebec Road parcel asked questions related to what the Town’s intent was in regard to that property. At the present time it is used as a snow dump and there are no other plans for it at this time. Some Committee members expressed concern that the harvesting plan was out of date because it was done in 2008. The Manager will contact Prentice and Carlisle and see what, if any, updates the plan would need in order to be used as part of an RFP. The first priority was seen as Dorothea Dix Park, where the wood harvest could serve to clean up the park, improve safety, and develop trails with the cost offset by the value of the wood that the contractor would be able to sell. The LLBean parcel was also considered a priority and the Manager will check with the DEP to see if wood harvesting can be done on a parcel if it has been designated as wetland mitigation for a development project. The Committee will review the information requested at the next Infrastructure Committee meeting with the hope of being able to proceed with at least the Dorothea Dix improvements over the coming winter.

3. NEW BUSINESS

A. Streetlight Request

1. Chickadee Crossing – The Town Manager reported that streetlights were included and approved as part of the Chickadee Crossing subdivision by the Planning Board. The lights should have been installed as part of the construction; however, since they were not, the Town will contact Emera to have them put up. There is no upfront cost for the installation, only the per month electrical charge. If there were any additional expense for the installation it would be paid by the developer of Chickadee Crossing.
2. Route 202, LL Bean Property Entrance – The Public Works Director explained that MDOT is requiring a streetlight at the intersection of the new access onto Route 202 as part of the entrance that will serve the Calvary Apostolic Church on land owned by Peter Thornton. Motion by Councilor McPike,

seconded by Councilor Lawlis to recommend to the Council the installation of a streetlight at the new Route 202 entrance. Unanimous vote in favor.

Resident Dennis Whitcomb asked if abutting landowners would be allowed to utilize the new access road. Councilor Brann responded that Ammo Park owner Peter Thornton had indicated that the two abutters to the access road would be able to utilize it and that owners should contact Mr. Thornton in that regard.

- B. Public Safety Fees – Public Safety Director – The Manager explained that Police and Fire staff persons had reviewed the Fees Ordinance and identified a number of areas that were outdated. These included items such as pool fills and culvert flushing that the town does not do, as well as the fees for standby ambulance or police officers at an event were not correct with current wage rates. Motion by Councilor Shakespeare, seconded by Councilor McPike to recommend to the Council to update the Fees Ordinance as presented. Unanimous vote in favor.
- C. Review Snowmobile Club lease – direction for renewal – Town Manager – Motion by Councilor Lawlis, seconded by Councilor McPike to recommend to the Council a ten year renewal on the Snowmobile Club lease on the same terms and conditions as currently exist. Unanimous vote in favor. It was noted by several Committee members that the Snowmobile Club performed a lot of community service through snowmobile trail maintenance and use of the Club for fundraisers. In addition, the Club has done an excellent job of maintaining the buildings.
- D. Review Kiwanis Club Lease – direction for renewal – Town Manager. Several Kiwanis members attended the meeting and made a presentation on the history of the club, the types and amount of community services performed by the club, the other non-profit organizations that also benefit from the club and the amount of money that the Kiwanis have invested in building maintenance and renovations at the site. Motion by Councilor Ryder, seconded by Councilor Lawlis to recommend to the Council a ten year renewal on the Kiwanis Lease under the same terms and conditions from the prior lease. Unanimous vote in favor. Councilor Lawlis asked that representative(s) from the Club attend the November 17, 2014 Council meeting to give a brief presentation on the Club and its activities so that the public may become more aware of them and perhaps to assist the club with finding new members.
- E. Review Old Fire Station Lease RSU#22 – direction for renewal – Town Manager – It was the consensus of the Committee to have an inspection done by the Town Code Officer and Fire Inspector prior to discussions of a lease extension for RSU22. Committee members discussed options for the building ranging from continued leasing to RSU#22 to demolition. This item will be on the next Infrastructure Committee agenda.
- F. Truck Monitors – Councilor McPike – The Public Works Director reported that he had been in contact with T-Mobile, the company used by the City of Bangor, for costs associated with installing GPS monitors in Public Works vehicles so that the Town can better manage its resources. The cost is approximately \$25 per vehicle

per month. The Manager indicated that she was looking for a consensus of support from the Committee for installation of these monitors since the cost was under the bid price. A straw vote for installation was unanimous.

- G. Monitoring of Construction & Demo at Transfer Station – Councilor Shakespeare
4. PUBLIC COMMENTS – Curt Slininger, a Kiwanis member, thanked the Committee for recommending support of a lease renewal. Alex King thanked Public Works for the work done on Ichabod Lane extension.
 5. COMMITTEE MEMBER COMMENTS – Councilor Brann asked that the location of a streetlight at the intersection of Papermill Road and Coldbrook Road be requested from Emera again. This request was made previously but no light has been installed. Councilor Ryder discussed the need for expansion of parking at the Lura Hoit Pool to accommodate soccer games on the fields there. There are many times when Western Avenue is lined with cars and he is concerned that a child may get hit. The Public Works Director reported that the new fuel tank is now in operation at the Town Garage.

The meeting was adjourned at 8:35 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

D-4-c

LEASE AGREEMENT

AGREEMENT OF LEASE made this ____ of _____, _____, by and between the INHABITANTS OF THE TOWN OF HAMPDEN, a municipal corporation situated in Penobscot County and State of Maine (hereinafter Lessor), and the KIWANIS CLUB OF HAMPDEN, a corporation without capital stock located in Hampden, County of Penobscot and State of Maine (hereinafter Lessee).

RECITALS

- 1. Lessor is the sole owner of the premises described as Parcel Two in the deed of School Administrative District #22 to The Inhabitants of the Town of Hampden, dated April 20, 1969, recorded in the Penobscot Registry of Deeds, Volume 2183, page 31 (the demised premises), and desires to lease the premises to a suitable lessee.
- 2. Lessee desires to lease the subject premises for the purposes to which its charter is dedicated, being all non-profit purposes.
- 3. The parties hereto desire to enter into a lease agreement defining their rights, duties and liabilities relating to the demised premises.

Therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE
SUBJECT AND PURPOSE

Lessor leases the land and buildings situated in Hampden, Maine as described hereinabove, to Lessee for the purposes to which its charter is dedicated, to wit: activities of a civic, social, educational, and otherwise non-profit nature.

SECTION TWO
TERM AND RENT

Lessor demises the subject premises to Lessee for a term of ten (10) years, commencing _____, _____ and terminating ten (10) years thereafter, to wit _____, _____, at the annual rental rate of One Dollar (\$1.00). Rental payments shall be due and payable on the first day of June of each year. Lessee shall have the option to renew this lease for one additional ten year term, unless Lessor provides Lessee with a written notice at least 60 days prior to the original termination date that the Lease may not be renewed.

SECTION THREE
ALTERATIONS, ADDITIONS AND IMPROVEMENTS

Subject to the limitation that no substantial portion of the demised premises shall be demolished or removed by Lessee without the prior consent of Lessor, Lessee may, at its own expense, make any alterations, additions, or improvements in and to the demised premises. All alterations, additions and improvements shall be performed in a workmanlike manner, and shall be in compliance with all applicable laws, regulations, rules or ordinances.

All alterations, additions and improvements on or in the demised premises at the commencement of the lease term, and that may be erected or installed during the term shall, except as otherwise provided herein, become part of the demised premises and the property of Lessor.

SECTION FOUR
REPAIRS

Lessee shall, at all times during the lease and at its own cost and expense, repair, replace, and maintain in good condition the demised premises and shall use reasonable precaution to prevent waste, damage or injury to the demised premises.

SECTION FIVE
UTILITIES AND TAXES

All applications and connections for necessary utilities on the demised premises shall be made in the name of the Lessee only, and Lessee shall be solely liable for all utility charges, including but not limited to gas, electricity, telephone services, water, sewer, heating costs and the costs of snow removal.

SECTION SIX
PERMITS

It shall be the sole responsibility of the Lessee to obtain all necessary Federal, State and Municipal permits such as may be necessary to the occupancy and use of the demised premises by the Lessee.

SECTION SEVEN
LEASEHOLD AS SECURITY

Lessee agrees to permit Lessee to pledge the leasehold and/or any fixtures owned by Lessee as security for any loan(s) made by lending institutions, provided, however, that the loan shall be repaid by the end of the lease term and the said loan(s) shall be used solely for the purpose of making leasehold improvements.

SECTION EIGHT DEFAULT

In the event Lessee shall fail to make rental payments on the due dates specified herein, or shall otherwise fail to comply with the obligations of Lessee under this Agreement at any time during the term of this Agreement, and shall continue to fail to make said rental payments or correct said failure to comply with this Agreement for a period of ten (10) days after receiving notice from Lessor of said default or breach, Lessor may at its option terminate the Lease Agreement by giving Lessee thirty (30) days written notice of said termination.

SECTION NINE INDEMINIFICATION

During the original term or renewal term of this Lease, Lessor shall not be responsible or liable for any damage or injury to any property or to any one or more persons at any time on or about the demised premises arising from any cause whatsoever. Lessee shall not hold Lessor in any way responsible or liable therefor, and hereby releases and remises Lessor therefrom. Lessee shall defend, indemnify, and hold Lessor harmless from and against (i) any and all claims, liabilities, penalties, damages, expenses, and judgments arising from injury to persons or property of any nature in or upon the demised premises and (ii) any and all of the foregoing arising from Lessee's occupation of, and its conduct of activities upon, the demised premises.

SECTION TEN INSURANCE

- (A) Lessee agrees to provide insurance coverage at its own cost for all personal property, building contents, and Lessee-owned fixtures.
- (B) Lessee shall, at its sole cost and expense, and for the benefit of the Lessor, carry and maintain comprehensive public liability insurance, including property damage, insuring Lessor and Lessee against liability for injury or damage to persons or property occurring in or about the demised premises arising out of the ownership, maintenance, use or occupancy thereof. The liability under such circumstances shall not be less than: (i) \$1,000,000.00 for any one person injured or killed, (ii) \$1,000,000.00 for any one accident, and (iii) \$100,000 for personal property damage per accident. Such insurance shall be in a form, and maintained with carriers, satisfactory to Lessor, and shall contain an agreement by the insurer that the policy shall not be cancelled without at least ten (10) days prior written notice to Lessor and Lessee. Lessee shall annually deliver to Lessor a certificate of insurance evidencing the required coverage. If Lessee fails to provide the insurance, and in addition to the remedies for default under Section Eight, Lessor shall have the immediate right to (i) obtain the aforesaid insurance coverage, (ii) pay the premium therefor, and (iii) collect the amounts paid for the premium

from the Lessee. Lessee shall pay said amounts within 20 days of Lessor mailing an invoice therefor to Lessee.

(C) Lessor agrees to provide casualty insurance for the land, building structure and Lessor-owned fixtures.

SECTION ELEVEN
RIGHT TO SUBLET

Lessee agrees not to sublet or assign this lease or any portion of the leasehold, other than to a financial institution for purposes of an improvement loan mortgage (Section Seven) without the prior express written consent of a duly authorized agent of Lessor. Said improvement loan mortgage(s), however, shall be subordinate to the interest of the Lessor in the demised premises.

SECTION TWELVE
QUIET ENJOYMENT

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction or interference by Lessor if Lessee faithfully abides by the terms and conditions of this lease agreement.

SECTION THIRTEEN
NOTICE

All notices shall be given in writing, and may be made by first class mail sent to the party and addresses as follows:

LESSOR:

Inhabitants of the Town of Hampden
c/o Town Manager
Hampden Town Office
106 Western Avenue
Hampden, ME 04444

Or at such other place as Lessor may designate in writing

LESSEE

:

Hampden Kiwanis
55 Main Road North
P.O. Box 498

Or at such other place as Lessee may designate in writing

In Witness Whereof, the parties have caused this instrument to be duly executed on their behalf under seal this _____ day of _____, 2014.

Inhabitants of the Town of Hampden

Witness

By: _____

Susan M. Lessard
Its Town Manager duly authorized

Lessor

Kiwanis Club of Hampden

Witness

By: _____

Printed Name: _____
Its President duly authorized

Lessee

MEMORANDUM OF LEASE

Lessor: Inhabitants of the Town of Hampden
c/o Town Manager
Hampden Town Office
106 Western Avenue
Hampden, ME 04444

Lessee: Kiwanis Club of Hampden
55 Main Road North
P.O. Box 498
Hampden, ME 04444

Date of Lease:

Term of Lease:

Option of Renew: Ten year renewal option available at the sole discretion of Lessor.

Property Description: The premises situated in the Town of Hampden, County of Penobscot and State of Maine and more particularly described as Parcel Two in the deed of School Administrative District No. 22 to The Inhabitants of the Town of Hampden, dated April 20, 1969, recorded in Penobscot Registry of Deeds, Volume 2183, Page 31.

INHABITANTS OF THE TOWN OF HAMPDEN

Dated:

By _____
Susan M. Lessard
Its Town Manager

Dated:

KIWANIS CLUB OF HAMPDEN

By _____

Printed name: _____

Its President

STATE OF MAINE

Penobscot, ss. _____

Personally appeared before me the above named _____,
Town Manager of the Town of Hampden and acknowledged the foregoing instrument to
be his/her free act and deed in said capacity and the free act and deed of said Municipal
Corporation, and a true an accurate memorandum of the lease agreement described
hereinabove.

Before me, _____

Printed Name: _____

Notary Public

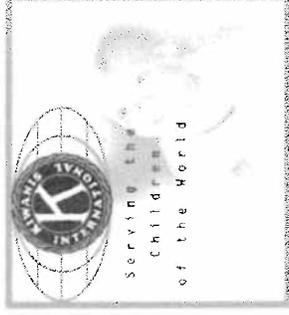
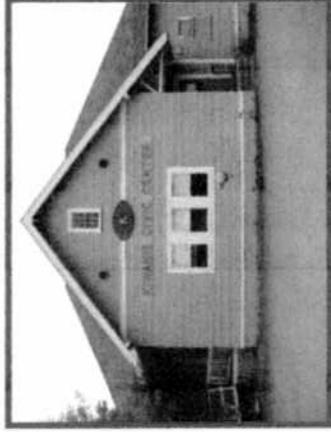
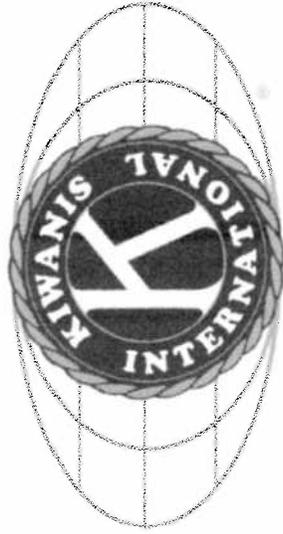
Personally appeared before me the above named _____,
President of Kiwanis Club of Hampden and acknowledge the foregoing instrument to be
his/her free act and deed in said capacity and the free act and deed of said
organization, and a true and accurate memorandum of the lease agreement described
hereinabove.

Before me, _____

Printed Name: _____

Notary Public

Kiwanis of Hampden 1958 - 2014



56 YEARS OF SERVICE TO THE HAMPDEN COMMUNITY AND THE CHILDREN OF THE WORLD

Maintains the Kiwanis Civic Center for:

Hampden Senior Citizens
 Hampden Rec Department
 Boy Scouts
 Cub Scouts
 Meals for Me
 Dirigo Boys & Girls State
 D.A.R.E
 Alcoholics Anonymous

Provides Scholarships & Camperships to:

Hampden Academy Graduates
 Camp Susan Curtis
 Camp Sunshine
 Vacation Bible School
 Camp Pierce Webber
 Hampden Boosters

Supports and Sponsors:

Dollars for Scholars
 Hampden Key Club
 Hampden Little League
 Youth Hockey
 Project Graduation
 Academy Band
 Builders Club
 Bike Rodeo/Helmets
 Project Linus
 Hospital Chaplaincy
 Hampden Library
 Hampden Girl Scouts
 Learn not to Burn
 Fire Detector Batteries

Kiwanis International Charities:

Kiwanis Pediatric Trauma Institute
 Iodine Deficiency Eradication
 Project Read / Priority One
 Kiwanis International Foundation

Special Events & Other Activities:

Easter Egg Hunt
 Christmas Tree Lighting
 Thanksgiving Turkeys
 Holiday Gift Baskets
 Salvation Army Toy Distribution

HAMPDEN KIWANIS COMMUNITY SERVICE

NON – PROFIT :

BOY SCOUTS – APPROX 10 to 15 HOURS A MONTH

CUB SCOUTS – APPROX 12 to 30 HOURS A MONTH

GIRL SCOUTS – APPROX SIX HOURS A MONTH

AA – APPROX 12 to 16 HOURS A MONTH

MEALS ON WHEELS – 16 to 20 HOURS A MONTH

HAMPDEN SENIOR CITIZENS – APPROX 30 HOURS A YEAR

**COMMUNITY FUND RAISING DINNERS – APPROX 2 to SIX
A YEAR**

**MISC GROUP'S USE OF HALL – FROM 4 TO 10 TIMES
DURING A YEAR.**

THANKSGIVING TURKEYS

CHRISTMAS BASKETS

FOR PROFIT :

SQUARE DANCER'S

LEASE AGREEMENT

LEASE AGREEMENT dated this _____ day of _____, _____, between Town of Hampden, a Maine municipality with a place of business in Hampden, Maine ("Landlord"), and Goodwill Riders, a Maine nonprofit corporation with a place of business in Hampden, Maine, ("Tenant").

1. LEASE OF PROPERTY; TERM OF LEASE

- (a) Landlord, for an in consideration of the rents to be paid and of the covenants and agreements hereinafter contained to be kept and performed by Tenant, hereby leases to Tenant, and Tenant hereby hires from Landlord, the land, together with buildings and improvements thereon, situated at 842 and 844 Western Avenue, Hampden, Maine, being a portion of Landlord's land depicted on Tax Map 8 as Lot 11A. The leased premises include the so-called fire station building and the clubhouse building currently occupied by Tenant, as well as the appurtenant driveway(s) and parking area(s), all of which shall be referred to as the "premises".
- (b) The term of this Lease shall be for a period of ten (10) years, commencing on _____, _____ and ending on _____, _____, both dates inclusive, unless sooner terminated, as herein provided.

2. RENT

- (a) During the term of this lease, Tenant covenants and agrees to pay to Landlord, in advance, without demand, setoff, or reduction of any kind, annual rent in the amount of One Dollar (\$1.00).

3. PAYMENT OF ASSESSMENTS, UTILITY CHARGES, ETC

- (a) Tenant shall timely pay all charges for electricity, water, sewer, and all other public and private utility service or services furnished to or for the benefit of the premises during the term.
- (b) Tenant shall also pay all costs, fees, and expenses associated with the use and maintenance of the premises.
- (c) Tenant shall, at its sole cost and expense, sufficiently heat the premises to protect against freeze ups and damage to the buildings.

4. USE, MAINTENANCE, ALTERATIONS, REPAIRS, ETC.

- (a) Tenant has leased the premises after a full and complete examination thereof, as well as its present uses and non-uses. Tenant accepts the premises without any representative or warranty, express or implied, in fact or by law, by Landlord and without recourse to Landlord as to the nature, condition, or suitability thereof, or the use or uses to which the premises or any part thereof may be put.
- (b) Throughout the term, Landlord shall not be required to furnish any services or facilities, nor to make any repairs or alterations, in or to the

premises. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the entire premises.

- (c) Tenant shall, at its sole cost and expense, at all times throughout the term, take good care of the premises and make all repairs necessary thereto in order to maintain and /or restore all buildings and improvements on the premises at least to the extent of their value at the time of maintenance and/or restoration, and as far as practicable to their original quality and character, as existed immediately prior to the occurrence necessitating the repairs, whether interior or exterior, structural or nonstructural, ordinary or extraordinary, and foreseen or unforeseen. Further, tenant shall maintain and keep the premises in good order, repair, and condition. The foregoing obligation of the Tenant is absolute regardless of whether the repair could be characterized as routine or a capital repair.
- (d) Only upon obtaining the prior written consent of Landlord, Tenant may, at its sole cost and expense, make additions, alterations, and changes in and to the premises, provided that Tenant is not then in default in the performance of any of Tenant's covenants, obligations, duties, or agreements in this Lease. All erections, alterations, additions, and improvements, whether temporary or permanent in character, which may be made upon the premises by any person, except only the placement thereon of furniture, moveable trade fixtures, and moveable machinery or equipment of Tenant shall become property of Landlord and shall remain upon and be surrendered with the premises as part of the termination of this Lease without any compensation whatsoever to Tenant or to anyone else.
- (e) Tenant's use of the premises shall be as a snowmobile club.

5. INDEMNIFICATION OF LANDLORD

- (a) After commencement of this Lease, Landlord shall not be responsible or liable for any damage or injury to any property or to any one or more persons at any time on or about the premises arising from any cause whatsoever after the commencement of this lease. Tenant shall not hold Landlord in any way responsible or liable therefor, and hereby releases and remises Landlord therefrom. Tenant shall defend, indemnify, and hold Landlord harmless from and against (i) any and all claims, liabilities, penalties, damages, expenses, and judgments arising from injury to persons or property of any nature in or upon the premises and (ii) any and all of the foregoing arising from Tenant's occupation of, and its conduct of activities upon, the premises.

6. INSURANCE

- (a) During the Term, Tenant shall, at its sole cost and expense, and for the benefit of the Landlord, carry and maintain fire and extended coverage insurance covering the premises against loss or damage by fire and loss or damage by other risks now or hereafter embraced by "extended

coverage", so-called, in an amount equal to current replacement costs of all improvements and buildings on the premises, and shall name Landlord and Tenant as loss payees as their interests may appear.

- (b) During the term, Tenant shall, at its sole cost and expense, and for the benefit of the Landlord, carry and maintain comprehensive public liability insurance, including property damage, insuring Landlord and Tenant against liability for injury or damage to persons or property occurring in or about the premises arising out of the ownership, maintenance, or use of occupancy thereof. The liability under such circumstances shall not be less than: (i) \$1,000,000.00 for any one person injured or killed, (ii) \$1,000,000.00 for any one accident, and (iii) \$100,000 for personal property damage per accident.
- (c) All policies of insurance (except liability insurance) carried or maintained hereunder shall provide by endorsement that any loss shall be payable to Landlord and Tenant as their respective interests may appear. All such insurance shall be in a form, and maintained with carriers, satisfactory to Landlord.
- (d) All policies of insurance carried or maintained hereunder shall contain an agreement by the insurer that each such policy shall not be cancelled without at least ten (10) days prior written notice to Landlord and Tenant.
- (e) Tenant shall annually deliver to Landlord evidence of the above-mentioned insurance coverage satisfactory to Landlord. Upon Tenant's failure to comply in full with this paragraph 6, Landlord shall have the immediate right to: (i) obtain the aforesaid insurance coverage, (ii) pay the premium therefor, and (iii) collect the amounts paid for the premium from the Tenant.

7. DAMAGE OR DESTRUCTION

- (a) If, at any time during the term, the buildings or improvements on the premises shall be wholly or partially damaged or destroyed by fire or other casualty (including casualty for which insurance coverage was not provided) of any nature whatsoever, regardless of whether said damage or destruction resulted from an act of God, the fault of Tenant, or from any other cause whatsoever, except those caused by Landlord, its agents or employees, and Landlord determines that it is in its best interests to have the same repaired or reconstructed, then the Tenant shall promptly repair or reconstruct the damaged or destroyed buildings and improvements on the premises at least to the extent of the value at the time of damage or destruction was suffered, and as far as practicable, to their original quality and character, of all such buildings and improvements as in existence immediately prior to the damage or destruction. Such repair or construction shall be made in accordance with plans and specifications therefore which shall first be submitted to, and approved in writing by, Landlord prior to commencement of any repair or reconstruction, which approval shall not be unreasonably denied.

(b) All insurance money collected by Tenant and/or Landlord from any policy of insurance on account of such damage or destruction, less the cost, if any, incurred in connection with the adjustment of the loss and the collection thereof (herein sometimes referred to as the "insurance proceeds") shall be applied to the cost of repair or reconstruction of the premises, unless Landlord decided that repair or reconstruction is not in its best interests, in which event the insurance proceeds for the repair or reconstruction shall be paid to Landlord. Provided, however, that Tenant shall be reimbursed for its expense for materials it may have provided during the term of this lease to improve or alter, but not to repair or maintain, the buildings.

8. ASSIGNMENT; SUBLETTING

- (a) Tenant shall not assign, mortgage, pledge, hypothecate, encumber, or in any manner transfer this Lease, any portion thereof, or any interests therein, nor sublease all or any portion of the premises, without the prior written consent of Landlord.
- (b) In the event of any voluntary or involuntary bankruptcy, arrangement, plan of reorganization, assignment for the benefit of creditors, or other insolvency or related proceeding filed, instituted, or conducted by, against, or otherwise on behalf of or regarding Tenant, the leasehold created hereby shall not be assigned in whole or in part nor the premises sublet, in whole or in part, nor shall either this leasehold or the premises be otherwise conveyed or transferred in whole or in part, to any party.

9. DEFAULT PROVISIONS

The occurrence of any of the following events shall constitute a default under this Lease:

- (a) Tenant shall fail to make full and timely payment of any rent or other sum payable by Tenant to Landlord, and such failure continues for a period of fifteen (15) days after written notice by Landlord to Tenant as per paragraph 15 herein.
- (b) Tenant shall fail to perform or observe any covenant, term or condition of this Lease to be performed or observed by Tenant, and such failure continues for a period of thirty (30) days after written notice by Landlord to Tenant as per paragraph 15 herein (other than regarding defaults covered by sub-paragraph (a) hereof).
- (c) Tenant shall cause or permit the premises to become vacant or abandoned for any period of time whatsoever.

10. LANDLORD'S REMEDIES

Upon the occurrence of an event of default specified in paragraph 9 hereof, Landlord may, at its option, exercise one or more of the following remedies:

- (a) Landlord may give Tenant a notice of its intention to terminate this Lease, specifying a date not less than thirty (30) days thereafter, upon which this Lease, the term and estate hereby granted and all rights of Tenant

hereunder shall expire and terminate. Notwithstanding this foregoing: (i) Tenant shall remain liable for damages as hereinafter set forth, and (ii) Landlord may institute dispossession proceedings for non-payment of rent, distraint, or other proceedings to enforce the payment of rent. Upon such termination or expiration of this Lease, Tenant shall peaceably quit and surrender the premises to Landlord, and Landlord may without further notice enter upon, re-enter, possess, and repossess itself thereof, by force, summary proceedings, ejectment, or otherwise and may have, hold, and enjoy the premises.

- (b) Landlord may, at Landlord's sole option (without imposing any duty upon Landlord to do so), and Tenant hereby authorizes and empowers Landlord to: (i) re-enter the premises on Tenant's account, for Landlord's own account or otherwise, (ii) relet the same for any term, (iii) remodel the same if necessary or desirable for reletting purposes, and (iv) receive and apply the rent so received to pay all fees and expenses incurred by Landlord as a result of such default, including without limitation any legal fees and expenses arising therefrom, the costs of re-entry, repair, remodeling and reletting, and the payment of the rent, and other charges due hereunder. No entry, re-entry, or reletting by Landlord, whether by summary proceedings, termination, or otherwise, shall discharge Tenant from any of its liability to Landlord as set forth in this Lease.
- (c) Tenant shall be liable for all costs, charges, and expenses, including without limitation attorney's fees and disbursements, incurred by the Landlord by reason of the occurrence of any default or the exercise of the Landlord's remedies with respect thereto.

11. LANDLORD'S RIGHT TO PERFORM; WAIVERS; ATTORNEY'S FEES

- (a) If the Tenant shall fail to make any payment required to be made under this Lease or shall default in the performance of any covenant, agreement, term, provision, or condition herein contained, Landlord may, thirty (30) days after written notice as per paragraph 15 herein, without being under any obligation to do so and without thereby waiving such default, make a payment and/or remedy such other default for the account and at the sole expense of Tenant. Tenant shall pay to Landlord, on demand, the amount of all sums so paid and all expenses so incurred by Landlord.
- (b) Landlord may restrain any breach of any covenant, agreement, term, provision, or condition herein contained. No term of this lease shall be deemed to have been waived by Landlord unless such waiver is in writing, signed by Landlord or its agent fully authorized in writing. Receipt or acceptance of rent by Landlord shall not be deemed a waiver of any default under this lease, nor of any right Landlord may be entitled to exercise under this lease.
- (c) In the event of any default by Tenant under this Lease, Landlord shall be entitled, in addition to any other rights and remedies hereunder, to be reimbursed by Tenant for attorney's fees incurred by Landlord in the exercise of its rights and remedies.

12. EXPIRATION OF LEASE

Upon the expiration of the term, or the sooner termination hereof;

- (a) Tenant shall peaceably and quietly leave, surrender, and yield up unto Landlord the entire premises free of occupants. Any removable property of Tenant which shall remain in or upon the premises after the expiration of the term or sooner termination thereof and the removal of Tenant from the premises may, at the option of the Landlord, be deemed to have been abandoned, and may be either retained by Landlord as its property or disposed of in such a manner as Landlord may in its sole discretion deem appropriate; and
- (b) If Tenant shall remain in the premises such holding over shall not constitute a renewal or extension of this lease. Landlord may, at its sole discretion, elect to (i) treat Tenant as one who has not removed at the end of its term, or thereupon be entitled to all remedies against Tenant provided for by law or under this Lease regarding such situation; or (ii) construe such holding over as a tenancy at will, subject to all the terms and conditions of this Lease except the duration thereof.

13. SUCCESSORS AND ASSIGNS

Except as otherwise provided in this Lease, this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

14. ENTIRE AGREEMENT

This lease contains the entire agreement between the parties, supersedes all prior negotiations and understandings among them, and shall not be altered or amended except by written agreement signed by Landlord and Tenant.

15. NOTICES

All notices, demands, and other communications hereunder shall be in writing, by certified mail, return receipt requested, and shall be sent to the following addresses:

To Landlord by mailing to:

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

To Tenant by mailing to:

President
Hampden Snowmobile Club
717 Western Avenue
Hampden, ME 04444

16. GOVERNING LAW

This lease shall be governed by and construed in accordance with the laws of the State of Maine.

17. COUNTERPARTS

This Lease may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which taken together shall constitute one agreement binding on all parties hereto, notwithstanding that the parties shall not have signed the same counterpart.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Town of Hampden

Witness

By _____

Its Town Manager

Goodwill Riders

Witness

By _____
Name: _____
Title: _____

D-4-e



TO: Hampden Town Council
FROM: Robert Osborne, Town Planner
SUBJECT: Fees Ordinance Updates
DATE: October 29, 2014

The Public Safety Department is requesting the attached changes to the Fees Ordinance to delete services that the department does not provide or to adjust fees to reflect current pay rates and contracts.

ARTICLE 4
POLICE DEPARTMENT
Amended 11-17-03

- 4.1. **Report Copies** (accident or criminal) \$10.00 for the first page
plus .25 per page
thereafter
- 4.2. **Special Detail** (Dances, games, guard duty, etc.) \$143.06 ~~\$75.00~~ per
officer, for the first two hours. Each additional hour shall be billed at the current average
overtime rate plus administrative fees. (each event)*
- *Plus Administrative Costs
(~~\$12.00~~ admin. cost/hr)
- 4.3. **Concealed Weapons (Hand Gun) Permit**
- 4.3.1. First Permit - State Maximum \$35.00
- 4.3.2. Renewal \$20.00
- 4.4. **Deleted Alarms**
- 4.4.1. ~~Monitoring limit~~ ~~\$30.00/year~~
- 4.4.2. ~~False alarm 2 per month~~ ~~2 hour min. call out~~



HAMPDEN PUBLIC SAFETY

Police - Fire – EMS – Code Enforcement

106 Western Avenue

Hampden, Maine 04444

publicsafety@hampdenmaine.gov

Phone 207-862-4000

Fax: 207-862-4588



TO: Susan Lessard, Town Manager
FROM: Joe Rogers, Director of Public Safety
RE: Fees Ordinance
DATE: October 21, 2014

In September I requested amendments to update the Fees Ordinance. An amendment to Article 4.2. - Police Special Detail pay was written in the same fashion as that of the fire department. The current police contract requires details to be paid at a two hour minimum and hourly thereafter. Based on that, I am asking that Article 4.2. be amended to read as follows:

Article 4 – Police Department

- 4.2. Special Detail – **AMEND-** \$143.06 per officer for the first two hours. Each additional hour shall be billed at the current average overtime rate + administrative fees.



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, Director of Public Safety
RE: Town Fee Ordinance
DATE: September 15, 2014

We recently noted that in the Town Fee Ordinance, there are several fees for police and fire services that we either do not provide or do not charge for. There are also some fees that have changed, and I would ask that the following items be reviewed at your next opportunity.

Article 3 – Fire Department

- 3.1. Private Culvert Flushing -**REMOVE** – We do not provide this service.
- 3.3. Request for Tank Truck – **REMOVE** – We do not provide a private service.
- 3.5. Additional calls to same address – **REMOVE** – We do not charge for his service.
- 3.6.3.5.3. BLS No Transport Rate – **REMOVE** – We do not charge for this service.
- 3.7. Ambulance Stand-by fee for special events – **AMEND** – Fee should be \$143.06 per EMS staff member, per 0-4 hour event. Each additional 0-4 hour block of time shall be billed an additional fee of \$143.06 per EMS staff member.
- 3.8. Life Support Services – **REMOVE SECTION** – These services are no longer billed separately per Maine EMS effective 2013.

Article 4 – Police Department

- 4.2. Special Detail – **AMEND**- Fee should be 143.06 per officer, per 0-4 hour event. Each additional 0-4 hour block of time shall be billed an additional fee of \$143.06 per officer.
- 4.4. Alarms – **REMOVE SECTION** – We do not have monitoring capability and we do not charge for false alarms.

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone:
Fax: (2
email: |

D-5-b

CERTIFICATE OF COMMITMENT OF SEWER USER RATES

To: Susan M. Lessard, the treasurer of the municipality of Hampden, Maine.

We, the undersigned municipal officers of the municipality of Hampden, Maine hereby certify and commit to you a true list of the sewer rates established by us pursuant to 30-A M.R.S.A §3406 for those properties, units, and structures required by local and state law to pay a sewer rate to the municipality, for the period beginning 7/1/2014 and ending 9/30/2014. This list is comprised of the pages numbered 1 to 60 inclusive which are attached to this certificate. The date(s) on which the rates included in this list are due and payable is (are) 12/1/14. You are hereby required to collect from each person named in the attached list his or her respective amount as indicated in the list, the sum total of those lists being \$ 142,709.48. You are hereby required to charge interest at a rate of 7 % per annum on any unpaid account balance beginning 12/2/14. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State law. On or before 10/31/15 you shall complete and make an account of your collections of the whole sum herein committed to you.

Given under our hands this _____ day of _____, 20__.

Municipal Officers of the Town of Hampden, Maine



Denise Hodsdon <c

D-5-C

P&D Formatted

1 message

Dean Bennett <economicdevelopment@hampdenmaine.gov>

Mon, Oct 20, 2014 at 7:59 AM

To: Sue Lessard <manager@hampdenmaine.gov>, Denise Hodsdon <clerk@hampdenmaine.gov>

Good Morning,

The Planning and Development Committee produced the following two items. Environmental Mitigation Guidelines as approved are attached.

Dean

Committee Action: To establish a minimum of \$ 500,000 of taxable value for the development for which a conservation easement shall be eligible to be sought. (Motion: 6-0)

Committee Action: To forward draft Mitigation Guidelines to the Town Council with recommendation to pass. (Motion: 6-0)

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Dean L. Bennett
Director of Community and Economic Development
106 Western Avenue
Hampden, Maine 04444
207-862-3034

 **Environmental Mitigation Guidelines.doc**
35K

TOWN OF HAMPDEN
ENVIRONMENTAL MITIGATION GUIDELINES

Recitals

- A. Maine’s Natural Resources Protection Act (“NRPA”) provides for the protection of “protected natural resources” as defined in 38 M.R.S. § 480-B, with the intent to prevent unreasonable impact to, degradation of, or destruction of these resources.
- B. Under NRPA, certain adverse environmental impacts on protected natural resources may require mitigation measures, such as restoration, enhancement, preservation or creation. Preservation may include the preservation of a protected natural resource on land of others, including the use of conservation easements.
- C. Section 480-Z of NRPA authorized the creation of a compensation fee program as an alternative to traditional mitigation measures. The Maine Department of Environmental Protection (“DEP”) has established an in-lieu-fee (“ILF”) program pursuant to §480-Z that allows applicants for a NRPA permit to pay a fee instead of completing a permittee-responsible on-site or off-site mitigation measure. The ILF program specifies resource compensation rates and resources dependent calculation methods for determining the amount of the compensation fee necessary to off-set impacts to specific protected natural resources.
- D. The Town of Hampden owns approximately 235 acres of land located on Route 202 by virtue of a deed from L.L. Bean, Inc. to the Town of Hampden dated November 3, 2004, recorded in the Penobscot County Registry of Deeds in Book 9616, Page 287 (the “Town parcel”).
- E. The Town parcel was originally acquired for the purpose of commercial or industrial development.
- F. Portions of the Town parcel contain protected natural resources, the preservation of which by a conservation easement could serve as an allowable mitigation measure for the impacts from other commercial or industrial development in the Town of Hampden on protected natural resources located on the development parcel.
- G. The use of portions of the Town parcel for conservation easements to preserve protected natural resources thereon as mitigation measures for commercial or industrial development in the Town of Hampden could serve to broaden the Town’s tax base, to create employment opportunities, and to provide economic development in the Town.
- H. These Guidelines are intended to provide the general parameters for the Town Council’s consideration of requests for a conservation easement to mitigate impacts of commercial or industrial development on protected natural resources. However, nothing contained herein shall be construed to obligate the Town to grant a conservation easement on the

Town parcel, and the Town Council retains its absolute discretion in the review, approval, or disapproval of any requests for a conservation easement.

Guidelines

1. The Town of Hampden, by and through its Town Council, will consider requests for the placement of a conservation easement on portions of the Town parcel to serve as a mitigation measure for impacts on protected natural resources arising from the contemplated development of other land located in the Town of Hampden for commercial or industrial purposes.
2. In considering such requests, the Town Council may take into consideration the projected taxable value of the project, the number of jobs projected to be created, and other economic development factors. The minimum additional taxable value for the development for which a conservation easement is sought shall be \$ 500,000.00
3. Any request shall be accompanied by copies of all documentation concerning the nature and extent of the protected natural resources impacted by the contemplated development, including but not limited to all submissions to DEP for a NRPA permit. In addition, the requesting party shall submit to the Town a detailed description of the contemplated commercial or industrial development to be benefited by the conservation easement, including the improvements to be constructed and the projected taxable value thereof, and the estimated number of employees.
4. Any request shall also include a detailed description of the impacts of the proposed development on the protected natural resources located on the development parcel, as well as a detailed description of the proposed terms and conditions of the conservation easement, including the approximate size and location of the easement area and the protected natural resources located on the Town parcel that are to be preserved by the easement.
5. Any request shall also include a copy of the DEP's calculation of the ILF compensation amount.
6. At any point during the consideration of a request, the Town may require additional information from the requesting party.
7. If the Town Council decides to entertain the request, the requesting party shall, at its expense, conduct such environmental evaluation of the Town parcel as the Town Council may require, in order to specifically identify the proposed conservation easement area and the protected natural resources within that area that are to be preserved by the conservation easement. The evaluation will also assist the parties in ascertaining the most appropriate area for the easement.

8. Once the evaluation has been completed and submitted to the Town, and if the Town Council decides to move forward with consideration of the request, the requesting party shall cause the proposed conservation easement to be surveyed, and for a property description thereof to be prepared, by a surveyor licensed to practice in the State of Maine.
9. Any preliminary decision to grant an easement shall be subject to the Town's satisfaction with the conservation easement, including the easement area and the terms, conditions, and covenants of the easement document. If the conservation easement requires the Town to provide monitoring or maintenance of the easement area, the requesting party shall make satisfactory arrangements to endow the costs of providing such services.
10. The consideration for the conservation easement shall be equal to one-half of the ILF compensation amount calculated by DEP. The requesting party shall receive a credit against the required consideration for one-half of its reasonable and direct costs incurred in the evaluation and surveying required under these Guidelines. This credit shall not exceed one-half of the good faith estimate of such costs provided by the requesting party to the Town prior to undertaking the work, and the approval of such estimate by the Town Council, or its designee.
11. The Town's obligation to deliver the conservation easement for recording in the Registry of Deeds is subject to its receipt of assurances satisfactory to the Town Council that the proposed commercial or industrial development to be benefitted by the conservation easement will be completed, and that the projected taxable value, job creation, or other economic benefits will be achieved.
12. The Town has entered into an agreement with Sargent Corporation, et als., whereby Sargent Corporation has agreed to complete, at its expense, the required infrastructure improvements (water, sewer, storm drainage and roads) for Phase II of the Hampden Business and Commerce Park located off of Route 202. As part of its obligation, Sargent Corporation has pursued amendments to DEP permits obtained by the Town on or about August 15, 2001. NRPA regulations enacted after the original DEP approval necessitate mitigation measures. Sargent Corporation has requested that the Town consider the placement of a conservation easement on a portion of the Town parcel as a mitigation compensation measure for the adverse impact. In recognition of the benefits to the Town arising from the completion of its Park, the Town Council will consider the request in accordance with these Guidelines, and hereby waives the requirements in Section 2 and the second sentence of Section 3. This waiver is granted due to the special circumstances related to the Park, and shall not be construed as setting a precedent for other requests for conservation easements. Except as waived hereby, the Sargent Corporation request shall be reviewed and processed in accordance with these Guidelines.

I have recently read an OpEd dated Oct. 22, 2014, by Hampden's Mayor, Carol Duprey about the dysfunctional Hampden Town Council. I was totally dismayed, but not surprised, by what I read, the false accusations against fellow councilors, and her false claims of accomplishments as mayor.

I have served for well over 10 years on the Hampden Town Council and have never observed, nor experienced such havoc caused by an individual who has absolutely no leadership ability, what-so-ever. The Hampden Town Council **has never** had "problems for many years" as Mayor Duprey claims in her OpEd, until certain citizens belonging to HALO attacked the Town Council about the Comprehensive Plan. Some of these same individuals have continued to attack the Town Council as explained in an OpEd written by William Shakespeare titled "Hampden's mayor had disgraced, embarrassed this fine community".

Carol Duprey claims "the previous Mayor was **removed**" after serving only one month. That is an outright lie. I was the previous mayor, and I did serve only one month, but I took over that position since I was Deputy Mayor after Mayor Janet Hughes resigned for personal reasons. A new election was held at the first meeting in January, as required by the Town's Charter, and a new mayor was elected. I **was not removed** as Carol Duprey claims.

Carol Duprey then claims "we had councilors who refused to show up for a council meeting because of their pay cut. The fact is Carol Duprey had on her "face book" page the intent to raid the Host Community Benefit Fund, better known as the Town's savings account so she could reduce the mil rate as she promised when she became Mayor. That is what we (Jean Lawlis, Bill Shakespeare, and myself) objected to and as responsible councilors, we **would not** allow this to happen.

The job of Mayor is challenging and difficult at times. I know that and so do others. She says she has been "mocked, ridiculed, and her motives questioned". If she cannot make meetings and other public functions, as expected of her because of her large family, then she should not have taken on the responsibility of being the Mayor. As they say, if you cannot "stand the heat get out of the kitchen".

After reading Carol's whole OpEd, one cannot miss the fact that it is all about **Politics**. She admits she set-up the council with Democrats, Republicans, and Independents. Carol forgets that when we, as citizens, are on the Council, there should be absolutely no party affiliation what-so-ever. We do not run for office that way and we are supposed to represent **all** the citizens and vote in a non-partisan way for the good of everyone.

Carol also states that she has been told she cannot handle the job as mayor because she is a woman. I know of no one on the Council who has told her that. She neglects to say that there were two fine female Mayors previously, Mayor Janet Hughes, and Mayor Kathy Walker. Both served respectfully for the well being of the community, not for a certain party affiliation.

Carol also goes on to state that she "has dirt" on certain Town Councilors, enough to fill seven BDN columns. Shame on her to defame two councilors who have served honorably for years in the best interest of the citizens of Hampden, all because we are outspoken and won't go along with her political agenda. She even states that Hampden is being judged on the actions of "soon to be retired **Politicians**. Shame on her. Here she goes again injecting politics into the Town Council.

I am one of six sitting councilors who have absolutely no faith in Carol Duprey's leadership or faith in Carol Duprey as Mayor as shown by the 6-0 vote of no confidence, as reported in an article on Oct. 20th by the BDN.

Hampden has been making major strides and accomplishments for years, long before Carol Duprey was on the Council. Her taking credit for the community's accomplishments is in keeping with her political agenda. The Council has to be more vigilant as they vote-in a new mayor so that the town's interest and advancement is the priority for all of us, and not a mayor with his/her own agenda - Political or otherwise!

Signed Dr. Thomas Brann