



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

TUESDAY

APRIL 22, 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. Hampden Business Association's Awards Dinner – 5/20/14
- b. Dustin Ramsay/Town – Recreational Trail Project
- c. Maine Municipal Association Property & Casualty Pool – 2013/2014 Benefits
- d. Cedena McAvoy – Resignation from Lura Hoit Pool Board of Trustees
- e. Peter Frazier – Resignation from Planning Board

4. REPORTS

- a. Bangor Humane Society – Stray Animal Report – March 2014
- b. Lura Hoit Pool Board Meeting Minutes – 3/11/2014
- c. Finance & Administration Committee Minutes – 3/17/2014
- d. Monthly Reports – March 2014

C. NEWS, PRESENTATIONS & AWARDS

1. Representative Duprey – Memorial Day Program & Legislative Sentiments
2. Donations – Antique Map Display Case

D. PUBLIC COMMENTS

E. POLICY AGENDA

1. PUBLIC HEARINGS

- a. Fees Ordinance Amendments – Article 6 – Recreation Fees

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

- b. Ordinance Authorizing Conveyance of Land Owned by the Town of Hampden – Hampden Business Park/Sargent Corporation

2. NOMINATIONS – APPOINTMENTS – ELECTIONS

- a. Nancy Foster – Appointment to Recreation Committee – Services Committee Recommendation
- b. Stephanie Shayne – Appointment to Recreation Committee – Services Committee Recommendation
- c. Appointment of Election Clerks – 5/1/2014 to 4/30/2016

3. UNFINISHED BUSINESS

- a. Farmers' Market in Town Office Parking Lot – Services Committee Recommendation
- b. Combine/Rezone Industrial Districts – Planning & Development Committee Recommendation
- c. Designated Town Forest – LL Bean Parcel – Planning & Development Committee Recommendation

4. NEW BUSINESS

- a. Arbor Day Proclamation
- b. Amendment to Town Council Compensation Ordinance – Introduction for Public Hearing

F. COMMITTEE REPORTS

G. MANAGER'S REPORT

H. COUNCILORS' COMMENTS

I. ADJOURNMENT

HAMPDEN BUSINESS ASSOCIATION'S AWARDS DINNER

Tuesday, May 20, 2014

Morgan Hill Event Center
82 Morgan Hill Lane - Hermon, Maine

B-3-a

5:00 PM - Social Hour *(with music provided by the Hampden Academy R&B Project)*

6:00 PM - Dinner and Program

**The Harold O. Bouchard Hampden Business Person of the Year for 2014 is:
DANNY AND CARLA LAFAYETTE and LAFAYETTE HOTELS**

The Hampden Business Association (HBA) Awards Dinner held since 2002 is a special time set aside in May of each year to honor business persons who have made a significant contribution to the quality of life in the Town of Hampden.

This year's honorees are a prime example of what the Hampden Business Association look for in such award recipient(s): Danny and Carla Lafayette and Lafayette Hotels. The Lafayettes' history of "giving from the heart" to the Greater Bangor/Hampden Area has made a tremendous impact on so many businesses and organizations to name.

The Association hopes you will mark your calendar and plan on attending this year's awards dinner; to meet with your fellow Hampden businesspeople and congratulate this year's award recipients.

We are offering you and your business the opportunity to join other community leaders in paying tribute to our honorees by being a sponsor of the 2014 HBA Awards Dinner.

Sponsorships are offered at the following levels:

PLATINUM SPONSORSHIP -- \$450

Includes one table with 8 buffet dinner tickets
Name inclusion in the program and evening events

GOLD SPONSORSHIP -- \$350

Includes one table with 6 buffet dinner tickets
Name inclusion in the program and evening events

SILVER SPONSORSHIP -- \$150

Includes 2 buffet dinner tickets
Name inclusion in the program and evening events

SUPPORTERS OF THE HBA -- \$50

Name inclusion in the program and evening events

INDIVIDUAL BUFFET DINNER TICKETS - \$35

Company or Supporter Name *(as it is to appear in the program)*

Sponsorship Level: (Circle One) **Platinum Gold Silver Supporters**

Number of Individual Tickets: _____

Please indicate your level of sponsorship or participation and return the form:

BY FAX TO: Keith Bourgoin at 207-945-5118

BY E-MAIL TO: kbourgoin@heccpa.com

BY MAILING YOUR PAYMENT TO: Hampden Business Association
PO Box 155



Susan Lessard <manager@hampdenmaine.gov>

B-3-b

Recreational Trail Project

1 message

Dustin Ramsay <dramsay1996@gmail.com>

Wed, Mar 26, 2014 at 8:35 AM

To: "Hampden Recreation Dept." <recreation@hampdenmaine.gov>

Cc: "manager@hampdenmaine.gov" <manager@hampdenmaine.gov>, "planner@hampdenmaine.gov"

<planner@hampdenmaine.gov>, "gisit@hampdenmaine.gov" <gisit@hampdenmaine.gov>,

"economicdevelopment@hampdenmaine.gov" <economicdevelopment@hampdenmaine.gov>,

"publicworks@hampdenmaine.gov" <publicworks@hampdenmaine.gov>, Lauren Jacobs <lauren@mainewsc.org>,

Daniel Perkins <daniel.perkins@maine.edu>, "peter.buzzini@ubs.com" <peter.buzzini@ubs.com>

Hi,

You may be aware of the project to create a four season recreational trail on RSU 22 property behind Reeds Brook Middle School. This is a collaborative effort between Penobscot Valley Ski Club, RSU 22 and other interested community members.

I would like to make the town of Hampden aware of this project and discuss opportunities for collaboration. When completed, this will be a center for community recreation in Hampden and have tremendous benefits for many people and organizations outside if RSU 22. I would be happy to meet sometime and discuss how the town can become involved in this community project.

Thanks,

Dustin Ramsay

Hampden Academy (Senior)

dramsay1996@gmail.com

(207) 991-7499

B-3-c

The value of Membership...

2013 Property & Casualty Pool

Town of Hampden

During the 2013-2014 Property & Casualty Pool coverage year, the Town of Hampden received the **benefits** identified below:

DIVIDENDS

The governing board of Property & Casualty Pool voted dividends to be distributed in 2013. Dividends are not guaranteed year-to-year.

Dividends PAID to the *Town of Hampden*:**\$3,322**

UNDERWRITING

The Property & Casualty Pool does not charge for property added during a coverage term if the added value is \$1,000,000 or less. There is also no charge for adding or changing equipment and vehicles. MMA made 4 mid-term change(s) to your coverage schedules during the 2013-2014 coverage term.

The total Additional Contribution waived as a result:**\$1,155**

LOSS CONTROL

In the last year, Loss Control staff visited and provided 6.00 service hours.

The estimated value of this service is:**\$570**

THE TOTAL VALUE OF BENEFITS FOR THE 2013-2014 YEAR:

\$5,047*

*This is NOT a bill.

The Maine Municipal Association Property & Casualty Pool appreciates your participation.



PROPERTY & CASUALTY POOL

MMA Risk Management Services

MAINE PEOPLE WORKING FOR MAINE COMMUNITIES

Membership is the difference

ADVANTAGES:

- A Partnership of Maine Communities grouping together to fund a self-insurance pool
- Public Entity risk management is what we do and all we do
- Specialized comprehensive coverage designed for Maine Communities
- Coverage crafted to take full advantage of the protections and immunities provided to cities, towns, schools, water and sewer districts
- Providing rate stability for over 20 years

Marketing/Underwriting:

- On-site visits at your convenience
- Direct access to your underwriter to answer coverage questions
- New and renewal application assistance
- Itemized breakdowns of contributions available for each line of business

Claims Management:

- We understand the Maine Tort Claims Act and the immunities it provides
- Online, fax or paper claims reporting
- Direct access to your assigned Claims Handler
- Claims review meetings are encouraged and available at your request/location

Loss Control:

- Experienced, designated Loss Control Consultants
- MMA staff provides all services with no additional fees.
- Partnering with you to provide inspections, program and property evaluations, training and consultation, specific to municipal exposures that prevent injuries and accidents and help you control your costs

Special Coverages Available:

- Personal Automobile Deductible Reimbursement for employees
- Volunteer Accident Insurance
- Tenant Users Liability Insurance
- Volunteer Firefighter Blanket Accident Coverage
- Road Salt Contamination Coverage

For More Information Contact: Phone: (800) 590-5583

Marcus Ballou **Email:** mballou@memun.org | Judy Doore **Email:** jdoore@memun.org

Cedena McAvoy

B-3-d

59 Monroe Rd.

Hampden, ME 04444

April 8, 2014

To Darcey Peakall and whomever it may concern:

Please accept this letter of resignation effective today. I am no longer able to give the time or energy to the Lura Hoit Pool Board of Trustees that it deserves, and thereby am tendering my resignation. I wish the Pool the best of luck and am happy that I have been able to serve on the Board for the last 6+ years.

Sincerely,

A handwritten signature in cursive script that reads "Cedena McAvoy".

Cedena McAvoy



Robert Osborne <planner@hampdenmaine.gov>

B-3-e

Resignation Letter

PETER FRAZIER <psfinmaine@msn.com>

Tue, Apr 15, 2014 at 8:10 PM

To: Robert Osborne <planner@hampdenmaine.gov>

Robert:

I have resigned from the Planning Board, effective at the conclusion of the last meeting.
If you have any questions, please contact me.

Peter

Sent from my iPad
Peter S Frazier
Psfinmaine@msn.com
[Quoted text hidden]

Bangor Humane Society
 693 Mt. Hope Avenue
 Bangor ME 04401

B-4-a

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

Stray Animal Statistics, March 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	2	1	1	0	0	2
Puppy	0	0	0	0	0	0	0
Cat	0	1	1	1	0	0	1
Kitten	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0

Reasons for Euthanasia

DOGS	0	
PUPPIES	0	
CATS	0	
KITTENS	0	

Animals Returned to Owner

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

March 2014

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

Lura Hoit Pool ~ Board Meeting Minutes ~ 3-11-14

Cedena McAvoy brought the meeting to order at 7:02pm.

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

The secretary's minutes were accepted as presented. Thanks were given to Sarah for filling in for Julie in her absence.

The Director's Report:

- ~ The number of participants in February was down 149 people.
- ~ Daily receipts in February were up \$4,514 compared to last year.
- ~ The pool rental income was down \$1,025 compared to last year. This is partially due to losing a Tuesday school rental that has cut back from twice a week to once a week.
- ~ Fuel usage was down 40 gallons compared to last year.
- ~ In session II, the pool provided 180 participants in group lessons and 19 private lessons. Group swim lessons were up 11 participants and private lessons were up by 5 participants. Group lesson income was up \$1,406 and private lesson income was up \$160 compared to last year.

The treasurer's report was accepted as presented. Josh gave Darcey a re-imbusement check for \$165 from the Susan Abraham savings account for session II swim lessons.

Karen and Sam have agreed to be the nominating committee. They will propose their slate of officers at the next board meeting.

Darcey gave an update on the Annual Giving Campaign and the Corporate Membership Discount Program.

Vickie & Ben passed out letters & commitment forms for the Corporate Banner program. A motion was made to accept the letter and form as presented. The motion passed 10-0. The board members reviewed their list of businesses to contact and are to approach their companies by the next board meeting. Pat would like to add NorTrak's to his list of businesses and Darcey will contact Covey PT.

Member Comments:

- If information is being sent out to board members through a mass email, please respond so projects can move faster.
- Sam presented a check for \$300 from the Hampden Academy Swim Team from their Swim-A-Thon. The check will be deposited into the Susan Abraham Savings account.
- Sarah will follow up with the Shaw's parking lot fundraiser and Vickie will get details about the Stephen King Foundation applications.
- An electronic discussion is going to be started about the Annual Giving Campaign.

Meeting adjourned at 7:55pm

Respectfully submitted,



Julie A. Macleod

B-4-C

FINANCE & ADMINISTRATION COMMITTEE MEETING MINUTES

Monday, March 17, 2014

Attending:

Councilor Greg Sirois
Councilor Tom Brann
Councilor William Shakespeare
Councilor David Ryder

Councilor Ivan McPike
Mayor Carol Duprey
Town Manager Susan Lessard
Residents

The meeting was opened at 5:30 p.m. by Mayor Duprey.

1. Meeting Minutes
 - a. March 3, 2014 – The minutes of the 3/3/2014 meeting were reviewed and approved with no changes or corrections.
2. Review & Sign Warrants – The warrants were reviewed and signed by the Committee members.
3. Old Business
 - a. Balance of Sewer Commitment 10-1-2013 to 12-21-2013 – The Town Manager explained that a second billing for 77 accounts was required because those accounts had been omitted in error from the billing for the 10/1/13 – 12/31/13 quarter. Motion by Councilor McPike, seconded by Councilor Sirois to recommend to the Council the approval of the balance of the Sewer Commitment. Vote 6-0.
 - b. Review of Goals & Objectives Minutes and discussion of Priorities – It was the consensus of those attending to hold a special meeting on March 31st at 5:30 p.m. for the purpose of reviewing the minutes of the 2/8 Goals & Objectives meeting and set priorities for the budget.
4. New Business
 - a. Bangor Humane Society Contract 2014-2015 – The Town Manager presented the proposed contract for a shelter for 2014-15 with the Bangor Humane Society. The contract requires a \$1.35 per capita charge for the year, despite the fact that the Town uses the shelter very little. Resident Terry McAvoy stated that he believes it is ludicrous of the State to force towns to have such contracts. The Committee asked the Town Manager to research what other options there are for shelters for the Town to contract with and bring that information to another meeting.
5. Public Comment - None
6. Committee Member Comments

Councilor Shakespeare questioned why the meeting started at 5:30 p.m. He had no objections to starting early but questioned why it was necessary if the agenda was not long enough to require an earlier start. This question resulted in a discussion about setting a regular time for the meetings so that Councilors and the general public do not get confused. The consensus of the group was to set the start time for all Finance Committee meetings for 6 p.m. and to arrange the agendas to accommodate that time frame.

Motion by Councilor Sirois, seconded by Councilor McPike to adjourn at 6:25 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

B-4-d

TO: Hampden Town Council
FROM: Sue Lessard, Town Manager
DATE: April 17, 2014
RE: Department Reports – March 2014

The purpose of this memo is to transmit the monthly reports of the Town's Departments.

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

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

ADMINISTRATION MONTHLY REPORT – March 2014

VEHICLES REGISTERED	534
BOATS REGISTERED	21
ATV'S REGISTERED	02
SNOWMOBILES REGISTERED	08
DOGS LICENSED	11
TRANSFER STATION DECALS SOLD	580
VITAL RECORDS ISSUED	
BIRTH	10
MARRIAGE	7
DEATH	0
BURIAL PERMITS	21
MARRIAGE LICENSES ISSUED	2
HUNT/FISH LICENSES SOLD	16
GENERAL ASSISTANCE APPOINTMENTS	3
GENERAL ASSISTANCE GRANTED	\$520.00

Town Manager March Monthly Report

- Prepared agendas and staffed Finance & Administration, Services, Infrastructure and Town Council Meetings
- Prepared financial statements, reconciled all checking accounts and reviewed warrants
- Considerable time in March was spent on dealing with the public and press reaction to the issue of the pledge of allegiance including numerous emails and a large number of residents who came to the office to express concern over the matter over a period of weeks. It was disruptive to the operations of the office and created stress and morale problems with staff.
- Much of the month was spent on continued work on the Town Budget
- Met with the School Superintendent and other representatives of other communities in the district to discuss the estimated increase to local property tax from the school budget.
- Attended County Commissioner's meeting to discuss the possibility of the County offering assessing services on a fee for service basis. Also provided information to Ben Birch, the City Assessor in Bangor who is coordinating preparation of a proposal for the County. In addition, contacted the Town Manager of Hermon to discuss the possibility of a shared assessor if the County program does not get created.
- Continued to assist residents with completion of Property Tax Fairness Credit applications (ME State Tax Form)
- Continued training of new utility billing clerk on liens and foreclosures
- Prepared renewal application for property and casualty insurance for the Town
- Issued quit claim deed for property that had been in property tax foreclosure for more than 14 years, but had been in a payment arrangement and finally paid off all years of outstanding taxes.
- Worked on information necessary to meet the requirements of the Town's MS4 Stormwater permit to insure compliance
- Met with residents with questions surrounding transfer station use, property tax questions, road maintenance, sewer bills and building permits.
- Sewer Billing – 4th quarter 2013 – billing of 76 accounts that were unbilled in the first round
- Work with Councilors

Lura Hoyt Pool Daily Receipt
2014

Day	Jan	Feb	Mar	April	May	June	Day	July	August	Sept	Oct	Nov	Dec
1	closed	\$ 365.00	\$ 412.00				1						
2	\$450.00	\$ 310.00	\$ 682.00				2						
3	\$41.00	\$ 145.00	\$ -				3						
4	\$360.00	\$ 731.00	\$ 778.25				4						
5	\$135.00	closed	\$ 347.00				5						
6	\$60.00	\$ 298.00	\$ 405.00				6						
7	\$152.50	\$ 540.00	\$ 346.25				7						
8	\$585.75	\$ 471.75	\$ 335.00				8						
9	\$637.00	\$ 258.00	\$ 414.00				9						
10	\$198.00	\$ 4,446.25	\$ 540.00				10						
11	\$50.00	\$ 7,282.00	\$ 522.00				11						
12	\$385.00	\$ 1,400.50	\$ 185.00				12						
13	\$230.00	\$ 720.00	\$ 62.00				13						
14	\$2,665.00	\$ 100.00	\$ 1,781.50				14						
15	\$395.00	\$ 377.50	\$ 372.00				15						
16	\$335.00	\$ 477.00	\$ 218.00				16						
17	\$445.00	\$ 580.00	\$ 70.00				17						
18	\$404.00	\$ 687.00	\$ 176.00				18						
19	\$229.00	\$ 506.00	\$ 185.00				19						
20	closed	\$ 3,780.00	\$ 150.00				20						
21	\$70.00	\$ 1,006.00	\$ 725.75				21						
22	\$242.00	\$ 299.00	\$ 405.00				22						
23	\$80.00	\$ 215.00	\$ 282.00				23						
24	\$252.00	\$ 182.00	\$ 355.75				24						
25	\$317.00	\$ 339.00	\$ 454.50				25						
26	\$474.00	\$ 288.00	\$ 420.00				26						
27	\$105.00	\$ 166.25	\$ 335.00				27						
28	\$470.00	\$ 159.00	\$ 20.00				28						
29	\$200.00		\$ 498.00				29						
30	\$140.00		\$ 222.50				30						
31	\$409.50		\$ 587.50				31						
Total	\$10,516.75	\$26,129.25	\$12,287.00	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

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					
May					
June					
July					
Aug					
Sep					
Oct					
Nov					
Dec					
Year Totals	2098	207.5	111	96.5	\$11,175.00

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

Code Enforcement Office

Monthly Report for March 2014

During the month of March the Code Enforcement Office processed a total of 12 permit applications.

A total of \$1,632.00 in fees were collected in the month of March. This compares to \$2,463.00 the previous year.

The Code Enforcement Officer performed a total of 13 inspections in the month of March.

The Code Enforcement Officer had 14 meetings with individuals at the office where guidance on both Town and State regulations was provided.

The Code Enforcement Officer continued work on compiling a list of septic systems in the Sucker Brook watershed. This work is being done in order to comply with the Town's Stormwater Management Plan which is part of our MS4 permit through Maine DEP.

The Code Enforcement Officer attended a Subsurface Wastewater Disposal training this month. Credits awarded for this training will count toward recertification. Code Enforcement Officers are required by State law to be recertified every six years. An average of around twenty hours of continuing education credits are required per year.

Respectfully Submitted,

A handwritten signature in black ink that reads "Ben Johnson". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Ben Johnson
Code Enforcement Officer
Local Plumbing Inspector

**ASSESSING REPORT
MARCH 2014**

At the beginning of March Gretchen and I interviewed seven (out of approximately 30) applicants for the part time Office Document Management position. We hired Jaclyn Merrill who had previous experience at the University of Maine in the same position. She has already scanned three boxes of the code enforcement files into Treeno. Unfortunately, this position is not included in the Assessing/CEO/Planning Budget for the 14/15 year (\$3000), however we are still paying for the storage software. If possible this project should continue.

I processed approximately 90 documents from the Penobscot Registry of Deeds. That is typically what is received on a monthly basis. The documents consist of property transfers, mortgages, liens, discharges, etc.

I also worked with the U.S. Census Bureau on residency verifications. This seems to be a project that is never-ending! I had a number of discussions with owners of personal property and have been assisting some larger entities that have had staff turnover. Cheryl and I also worked together to update owner information and addresses for the sewer accounts.

The one tax abatement request has denied me access and withdrawn their application. There should not be any other abatement requests for this current year.

I have processed over 80 Homestead Applications and 15 Veteran Applications as well as three Farmland Applications. I have met with the owner's association of Avalon Village for the cooperative Homestead and Veteran information and to update the current shareholders in our records. Mobile home parks have also been contacted to submit updated listings of their current units and the owner's names. Sometimes mobile homes come and go without permits and this seems to be a proactive way to stay up to date.

I processed various reports for other departments and provided information to them as needed.

I met with Gretchen, Dean and Peter Thornton regarding Ammo Park (I discovered a small home there that was not on the tax rolls recently) and the addressing of the various properties.

I met with Dean and Noreen Norton regarding the Bangor Hydro (Emera) TIF and am working on the assessing end of that paperwork.

I also conducted a number of inspections during the month and have been attempting to get as many "new homes" visited as close to April 1st as possible.

I worked with the attorney for Hamlin's Marina regarding a division of their property as well.

Respectfully,



Kelly J. Karter, CMA
Hampden Assessor

Town Planner Report

March 2014 activities of the Town Planner include the following:

The Planning Board did not meet in March due to inclement weather on March 12, 2014 and then the rescheduled meeting for March 26, 2014 was not held because of severe weather predictions that forced the cancellation of that date. The Board will meet on April 9, 2014 to address the Shoreland Zoning Ordinance (Resource Protection language and Timber Harvest regulations) and map amendments (Resource Protection to Limited Residential), Zoning Ordinance (Business B District amendments) and map amendments (Residential A and Village Commercial to Business B District) and the Subdivision Ordinance amendments (Open Space in the Rural District) that the Council referred to the Board. A site plan was received for the Calvary Apostolic Church in Ammo Park.

Council Planning and Development Committee activities include discussion of height limits prescribed in the Zoning Ordinance and potential means to accommodate additional heights particularly in the industrial districts. Work continues on revisions to the mineral extraction regulations.

Bangor Area Storm Water Group (BASWG) activities include chairman duties at Policy and Executive committees, and the efforts related to the permit required Garden Show exhibit at the Cross Center and review of products related to contracted work.

Bangor Area Comprehensive Transportation System (BACTS) activities include Policy Committee and Technical Committee responsibilities.

IT update: I continued to work on the phone system upgrade, coordinating internet speed upgrades at some locations, installing new equipment, and so forth. Getting Time Warner internet service at the Skehan Center has proven to be difficult, but we are working on it. I had a company run some new internet cabling in the Public Safety in preparation for the phone upgrade, and OTT has been working on installing equipment to accommodate the door buzzers and overhead paging in Public Safety. I worked on a variety of computer issues and updates across departments. I came in on Friday the 7th to work with my IT contractor to finalize the setup of the new town office server, which meant moving the TRIO database. We successfully migrated the database and everything has been running smoothly. Lastly, the audio feed on the surveillance cameras in the building has failed and after we had a tech come out to assess the system, we have determined we need to upgrade some equipment, so we are investigating options.

GIS update: I continued work on updates to the parcel layer and prepared maps for other departments and the public.

Stormwater update: The annual stream cleanup will be happening in early May, so keep an eye out for more info on that. I continued working on the draft work plan for the \$41,600 grant award I won, to develop a watershed based management plan for Sucker Brook, which is our priority impaired watershed under our stormwater permit.

Other: Kelly and I conducted interviews for a temporary part-time person to finish up this budget year and use the little money we have remaining, to continue to scan in Code Enforcement files into our online archive system. The person we hired is very speedy and efficient and has already scanned in three boxes worth of property record files.

We have begun the process of re-addressing for e911 purposes, the entire Ammo Industrial Park. We are working with Mr. Thornton to develop road names for each of the roads in the development, including the proposed connector road to the Hampden Business Park.

Respectfully Submitted,



Gretchen Heldmann, GISP
GIS/IT Specialist

Department of Community and Economic Development
Activity Report: March 2014

Former Hampden Academy:

- Referred inquiries on the former Hampden Academy to Brock Bradford, property manager for Lafayette Hotels.

Hampden Business Park:

- Completed negotiations with Herb Sargent and the draft Development Agreement through the Planning and Development Committee and onto the Town Council for a decision.

Ammo Park/Coldbrook Road:

- Successfully facilitated discussions with Peter Thornton on mutually beneficial initiatives to include:
 1. Linking infrastructure of the two parks (Ammo and Business).
 2. Expansion of natural gas through Ammo into Business Park.
 3. Collaboration on the establishment of an Access Point (driveway) from Route 202 to access an Ammo Park property.
 4. Provision for a 20 car parking lot to be constructed to provide access to the former L. L. Bean property for recreational purposes.

Marina Project:

- Issue of bid solicitation for the construction of the Waterfront Park parking lot. Bids received ranging from \$ 248,985.00 to \$ 478,540.00. All Federal, State and local permits have been obtained. The bid award is pending Town Council approval.

Natural Gas:

- Continue collaboration with Bangor Natural Gas on evaluation process to determine viability and location(s) within Hampden for potential natural gas installation.

Business Advocacy:

- Proactively identifying zoning impediments to business expansion and retention.
- Assisting small businesses with location and re-location within Hampden.
- Discussion with businesses interested in locating in Hampden.
- Attendance, participation and support of the Hampden Business Association.

TIF Implementation:

- Collaborating with Noreen Norton and the Planning and Development Committee on the town's use of captured funds to be specified in the Bangor Hydro TIF Development Program.
- Preparing draft TIF documentation for required public hearing and submission to State of Maine for Bangor Hydro TIF approval.

Hampden Promotion:

- Promoting Hampden within State of Maine most recently in Discover Maine Magazine.
- Attendance at MEREDA and BRDA events representing Hampden when available to do so.

Staff Collaboration:

- Weekly consultation with Town Planner, Code Enforcement Officer and Assessor.
- Frequent utilization of GIS resources provided by GIS Specialist.
- Coordinate collaborative meetings of staff and developer when appropriate.

MONTHLY REPORT PUBLIC WORKS MARCH 2014

Worked on plow trucks

Salted and sanded roads 6 days in March

Over time cost for March were \$12815.98

Used 86 Tons of Road Salt & 212 Cy of Salt Sand

Worked on water problems

Pushed snow back with Grader & Loader

Hauled snow

Changed cutting edges on 3 trucks

Patched pot holes

Loaded transfer station 2 times after demo weekends

Loaded 28 TV's and 2 printers out of Transfer Station

Checked all buildings and removed trash

Walked cross country Sewer lines

Put bump signs up



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 March
DATE: April 3, 2014

During the month of March, the Hampden Police Department responded to 334 calls for service, had 12 arrests/court violations; and issued 14 traffic citations and 71 written traffic warnings. The Fire Department responded to 24 calls for service and the ambulance responded to 55 calls.

The Beamish Group, led by Brian Beamish, held a four day Leadership Academy in our training room from March 24th-27th. The training was attended by police officers from across the state, and was well-received by all. Sergeant Chris Bailey and Sergeant Scott Webber attended the class at no cost in exchange for Hampden providing the event location.

FF-Medic Myles Block and FF Jason Lundstrom attended a two day Supervisor's Boot Camp. The class was hosted by Atlantic Partnership EMS and held in Bangor.

Ben Eyles attended a one week Drug Enforcement class hosted by the Maine Drug Enforcement Agency. This class was held in Augusta.

On March 30th, some of our public safety members volunteered to bowl against Team Maine, a Special Olympic bowling team. The players bowled in Bangor at the Family Fun Lanes. Sergeant Dan Stewart, Officer Marc Egan, Officer Bill Miller, Officer Jeff Rice, Officer Ryan Bailey, Officer Jim Ryan, FF Jason Lundstrom and our live-student, FF Tom Blanchette all attended the event.

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

Circulation: 3241 adult items; 3131 children's materials; 170 items were downloaded; 50 people used our public access computers (this does not include people who brought their own wireless devices).

EDL staff answered 231 reference questions for people in the library and 215 over the telephone (these include 57 that were people who thought they were calling the town office)

EDL loaned 584 items to other libraries and borrowed 815 through the statewide delivery service.

Children's programs: Play & Learn Programs: 28 children / 17 adults
Preschool Storytimes: 63 children / 43 adults
Toddler Storytimes: 65 toddlers / 55 adults
Read 'em and eat book discussion: 12
After school Lego Play: 12 children / 7 adults

Adult programs: two book discussions: 26
Creative Writing met 5 times: 34

Community groups: 8 groups met: 36 people

Literacy: 6 groups met: 12 people

Trainings/professional development:

- Susan, Ariel & Elizabeth listened to a Reader's Advisory Webinar
- Mary and Ariel attended a workshop titled "Treasures from Your Library's Attic" at Topsham Public Library. They learned how to repurpose books and library ephemera.
- Mary attended a New England Library Association Youth Services conference this year's topic was kids and technology in the library.
- Mary attended Reading Round Up the Maine Library Association's annual Youth Services conference.

Hampden Recreation Department

Skehan Recreation Center

March Update 2014

Currently we are open 7 days per week. Current day time programming consists of walking, senior fitness, line dancing, men's noon-time basketball, yoga, home school open gym and pickleball. The Winter II evening programs include indoor soccer programs for age 3 through grade 6, after school field hockey and art, open gym, and rental times by Bangor Roller Derby. Weekend programs include line dance, indoor soccer, baseball clinics, special needs open gym, and adult pick up volleyball and basketball. Bangor Roller Derby continues to rent for a three hour block on Sundays.

We have seen an increase in requests for rentals in the month of March due to the late thaw and current snow cover still on the ground. We have added 2 additional AAU basketball team rentals on a regular bi-weekly basis, in addition to some indoor baseball and softball practices that are happening about once to twice a week. We also hosted 5 party rentals in the month of March.

The Skehan Center hosted three larger events in March. A dance/fun night for grades 3-5 to benefit the Hampden Children's Day 2014, the Maine State Powerlifting Championships (a program of the Maine Games), and the first of four scheduled bouts for the Bangor Roller Derby. The building space was donated for the Hampden Children's Day, while the Skehan Center received 100% of the concession stand proceeds at the Powerlifting Event and the roller derby bout. We are still waiting on payment from our contracted percentage of ticket sale proceeds from the roller derby bout. I spoke with the Maine Games Executive Director after the Powerlifting event and indicated that any future plans to use the Skehan Center would need to be renegotiated due to the facility use costs (this year's event was negotiated with the previous Recreation Director) to cover set-up, clean-up costs and paper good use.

Hampden Recreation Department

Skehan Recreation Center

Acting Director Report

March 2014

- Completed monthly fire extinguisher inspections.
- Completed AED Monthly Test.
- Managed concession stand purchases and sales including soliciting hot crock pot meals from town office staff, Skehan Center staff and a recreation committee member for the Maine State Powerlifting Championships.
- Completed monthly billing for Bangor Roller Derby and received February payment.
- Completed monthly billing for Bronco Travel Basketball and received February payment.
- Received monthly billing for John Bapst Basketball for February.
- Worked with Hampden Children's Day Committee to select a theme via Survey Monkey.
- Made contact with various vendors for Hampden Children's Day as directed by the committee.
- Worked with Bronco Travel Soccer to begin registrations (paper and online) for the 2014 Soccer Camp.
- Met with Mechanical Services to discuss heat related maintenance items and asked for a quote for these items.
- Staffed the Hampden Children's Day Dance, Maine State Powerlifting Championships.
- Worked with vendors, town office staff, and recreation staff to acquire actual income and expenses, and participation numbers for the recreation department for use with the FY 2014-15 budget proposal
- Worked with Assistant Director to program and distribute program materials for the Spring Session.
- Worked with Hampden Public Safety to obtain volunteers for an early April charity event at the Skehan Center.
- Hosted the first of 4 Bangor Roller Derby Bouts at the Skehan Center.
- Worked to schedule additional rentals in the Skehan Center that were a result of the late winter thaw.
- Began work on securing banner advertisements via a Constant Contact email blast to current participant families.
- 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
Acting Recreation Director

Weekly/Monthly Pool User Tally

	Week dates					
Events	3/2-3/8	3/9-3/15	3/16-3/22	3/23-3/29		Monthly Totals
	AM Lap	20	20	16	24	
AM Ex Class	49	44	45	47		185
AM Open/Lap	35	30	42	59		166
Open/Senior	49	24	47	37		157
AM Lessons	59	48	49	42		198
Gentle Aerobics	39	45	47	32		163
PM Open/Lap 12:30-1:30	37	31	29	21		118
PM Lessons Wkdy	118	101	122	117		458
Wkdy Family Swim	65	75	89	83		312
PM Ex Class	16	15	22	18		71
PM Lap	7	22	10	9		48
Wkend lessons	105	100	87	101		393
Wkend lap	34	32	22	24		112
Wkend Fam Swim	103	124	95	106		428
Rentals	168	103	178	136		585
Totals	904	814	900	856	0	3474

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					
May					
June					
July					
Aug					
Sep					
Oct					
Nov					
Dec					
Year Totals	2098	207.5	111	96.5	\$11,175.00

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

E-1-a

TOWN OF HAMPDEN

Draft

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

Deletions are ~~Strikethrough~~ Additions Double Underlined

TOWN OF HAMPDEN, MAINE
FEES ORDINANCE

ARTICLE 6
RECREATION
Amended 11-17-03

6.1. **Recreation Fee Waiver Policy:** Any person interested in any Hampden Recreation program that feels they do not have the financial means to afford the full fee shall receive a waiver at the sole discretion of the Recreation Director. Full or partial fee waivers may be given as determined by financial need and the recreation program for which the waiver is requested.

~~6.2. Program Fees:~~

- ~~6.2.1. Kids Kamp \$110.00/full week~~
- ~~6.2.2. Kids Korner morning session \$6.00/day~~
- ~~6.2.3. Kids Korner afternoon session \$10.00/day~~
- ~~6.2.4. Team Sport Resident eight week session \$25.00~~
- ~~6.2.5. Team Sport Non-Resident eight week session \$30.00~~
- ~~6.2.6. Individual Sport length of session varies Cost plus basis~~

~~6.3. Resident Play Field Rental Fees (all requests subject to availability and require submission of a completed facility request form):~~

- ~~6.3.1. Single Field, Single Game Cost plus basis~~
- ~~6.3.2. Single Field, Entire Day Cost plus basis~~
- ~~6.3.3. Single Field, Multi-week Program Cost plus basis~~
- ~~6.3.4. Single Field, In-Town Travel Teams per game Free~~

~~6.4. Non-Resident Play Field Rental Fees (all requests subject to availability and require submission of a completed facility request form):~~

- ~~6.4.1. Single Field, Single Game \$50.00 plus Cost~~
- ~~6.4.2. Single Field, Entire Day \$100.00 plus Cost~~
- ~~6.4.3. Single Field, Multi-week \$40.00 plus Cost/per use~~
- ~~6.4.4. Single Field, Use of Lights \$15.00 per event~~

6.2. Program Fees:

- 6.2.1. Kids Kamp \$140.00/full week
- 6.2.2. Kids Korner AM Program \$8.00/day
- 6.2.3. Kids Korner PM Program \$12.00/day
- 6.2.4. Kids Korner Half Day Program (12-6 PM) \$25.00/day

6.2.5.	Kids Korner Full Day Program (7 AM-6 PM)	\$40.00/day
6.2.6.	Team Sport-Resident (depend on session length)	\$35.00-\$40.00
6.2.7.	Team Sport-Non Resident (depend on session length)	\$40.00-\$45.00
6.7.8.	Program Registration Late Fee (per person, per program)	\$10.00

6.3. Skehan Recreation Center Fees:

(all requests are subject to availability and require advance written reservation contract and payment)

6.3.1.	Gymnasium Rental-1/2 Gym	\$25.00/hour
6.3.2.	Gymnasium Rental-Full Gym	\$50.00/hour
6.3.3.	Allen Fitness Room Rental	\$25.00/hour
6.3.4.	Interior Classroom Rental	\$25.00/hour
6.3.5.	Gymnasium Rental Full Day	negotiated at contract
6.3.6.	Allen Fitness Room Rental Full Day	negotiated at contract
6.3.7.	Interior Classroom Rental Full Day	negotiated at contract
6.3.8.	Affiliated Program Rental 1/2 Gym	\$12.50/hour
6.3.9.	Affiliated Program Rental Full Gym	\$25.00/hour
6.3.10.	Gymnasium Rental-Multi Day/Multi Week	negotiated at contract
6.3.11.	Private Party Rental	\$100.00

2 hours full gym includes classroom for any food consumed

6.4. RESERVED Outdoor Play Field/Space Rental Fees: Ball Field or Soccer Field

(all requests are subject to availability and require advance written reservation contract and payment)

6.4.1.	Single Field/Single Game-Resident	\$25.00
6.4.2.	Single Field/Full Day-Resident	\$50.00
6.4.3.	Single Field-Multi Day/Multi Week-Resident	negotiated at contract
6.4.4.	Affiliated Program Rental	Free/subject to availability
6.4.5.	Single Field/Single Game-Non Resident	\$50.00
6.4.6.	Single Field/Full Day- Non Resident	\$100.00
6.4.7.	Single Field-Multi Day/Multi Week-Non Res.	negotiated at contract
6.4.8.	Single Field-Light Use	\$15.00 per event

E-1-b

TOWN OF HAMPDEN

ORDINANCE AUTHORIZING CONVEYANCE OF LAND OWNED BY THE TOWN OF HAMPDEN

RECITALS

Whereas, the Town of Hampden acquired land located on Route 202 and received approvals to develop the Hampden Business and Commerce Park (the "Park") thereon, as depicted on a Final Subdivision Plan recorded in the Penobscot County Registry of Deeds in Map File Nos. 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 and by Final Subdivision Plan- Amendment No. 2 recorded in said Registry of Deeds in Map File No. 2007-12 (collectively referred to as the "Subdivision Plan"); and

WHEREAS, the Town of Hampden developed Phase 1 of the Park by constructing the roads, waterlines, sewers and other infrastructure improvements to serve 17 lots in the Park; and

WHEREAS, the Town of Hampden sold 11 lots in Phase 1 for development thereon, and has 6 remaining lots available in Phase 1; and

WHEREAS, the Town of Hampden has not constructed any of the roads, waterlines, sewers or other infrastructure in Phase 2 of the Park; and

WHEREAS, the Town of Hampden issued a Request for Proposals concerning the completion of the Phase 2 infrastructure improvements; and

WHEREAS, Sargent Corporation, and its related holding companies, submitted a "Hampden Business Park Proposal for Final Development" to the Town of Hampden on or about May 22, 2013; and

WHEREAS, the Sargent Corporation Proposal was the only proposal the Town of Hampden received in response to its Request for Proposals; and

WHEREAS, THE Town Council, through its Planning and Development Committee, has been negotiating with the Sargent Corporation, and its related holding companies, to develop an agreement to provide for the construction of the Phase 2 infrastructure improvements; and

WHEREAS, the Planning and Development Committee has recommended that the Town Council consider approval of a Development Agreement with Sargent Corporation, and its related holding companies, whereby they agree to complete the infrastructure improvements in Phase 2 at their cost in exchange for an option to purchase the remaining 26 lots in Phase 1 and Phase 2 of the Park for \$1.00 each and the adoption of a development district for said lots.

NOW, THEREFORE, THE TOWN OF HAMPDEN HEREBY ORDAINS:

1. That the Town of Hampden enter into a Development Agreement with Sargent Corporation, and its related holding companies, a copy of which Agreement is attached hereto and incorporated herein by reference.

2. That the Town of Hampden convey the remaining lots it owns in the Park (Lots 2, 4, 6, 8, 9, 10, 17 and 19 through 37 as shown on the Subdivision Plan) to Sargent Corporation, and its related holding companies, or an entity they may designate, subject to and in accordance with the terms and conditions of the Development Agreement.
3. That the Town Manager is hereby authorized, on behalf of the Town of Hampden, to execute the Development Agreement and to execute any and all documents deemed by the Town Manager to be necessary or appropriate to accomplish the transactions and other actions contemplated by the Development Agreement.
4. That this Ordinance shall become applicable upon the date of adoption by the Town Council.

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2014, by and between the TOWN OF HAMPDEN, a municipal corporation organized and existing under and by virtue of the laws of the State of Maine, located in Penobscot County Maine ((hereinafter “Hampden”) and SARGENT CORPORATION; SSR II, LLC; and SSR, LLC a business corporation organized and existing under the laws of the State of Maine with an office in Stillwater, Maine and related real estate holding companies (hereinafter collectively referred to as “Sargent”).

Recitals

1. Hampden is the original owner and developer of certain real property located in the Town of Hampden, Penobscot County Maine as depicted 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 at said Registry in Map File Nos. 2002-89 and 2002-90 and Final Subdivision Plan – Amendment No. 2 recorded at said Registry in Map File no. 2007-112 (collectively hereinafter referred to as the “Subdivision Plan”).

2. As of the date of this Agreement, Hampden is the owner of all roads and common areas depicted on the Subdivision Plan, together with the following unsold lots:

Lot 2	Lot 21	Lot 30
Lot 4	Lot 22	Lot 31
Lot 6	Lot 23	Lot 32
Lot 8	Lot 24	Lot 33
Lot 9	Lot 25	Lot 34
Lot 10	Lot 26	Lot 35
Lot 17	Lot 27	Lot 36
Lot 19	Lot 28	Lot 37
Lot 20	Lot 29	

3. As of the date of this Agreement, infrastructure development for interior portions of the subdivision remains incomplete. The estimated cost to complete roads, bridges, water, sewer and other utility services to the subdivision, after certain changes to the Subdivision Plan as contemplated by this Agreement, is \$3.475 million. Pending completion of the remaining infrastructure improvements, many of the unsold lots may not be legally sold or developed.

4. On May 22, 2013, Sargent submitted its proposal to Hampden, titled "Hampden Business Park – Proposal for Final Development" to complete infrastructure development in the subdivision, in exchange for conveyance of the remaining unsold lots by Hampden to Sargent. Hampden and Sargent, in consideration of the mutual promises hereinafter expressed, enter into this Agreement for the purpose of implementing Sargent's proposal, as modified herein.

Agreement

I. Sargent's Obligations

(1) Sargent, at its own cost and expense, shall apply for and obtain all amendments to the existing Subdivision Plan and Site Location of Development Act permits for the Hampden Business and Commercial Park that may be necessary to eliminate one planned bridge and reduce fill as depicted in Sketch SK-1, attached hereto as Exhibit A and incorporated herein by reference. In addition, Sargent shall be solely responsible for obtaining all local building permits and any additional approvals necessary to complete the infrastructure improvements. Sargent shall identify, and provide notice thereof to Hampden, all desired amendments to existing approvals and permits within 60 days of the effective date of this Agreement. Sargent shall apply for all such amendments within 120 days of the effective date of this Agreement.

In the event that any such amendments, permits or other approvals are not finally approved within six months after Sargent's application, or if Sargent in its sole discretion determines that the application process has become unreasonably delayed or expensive, Sargent may withdraw from this Agreement with no further liability to Hampden hereunder, by giving Hampden seven (7) days prior written notice to that effect, such notice to be given by Sargent prior to the commencement of any construction activity. In the event of such a termination, Hampden shall have no obligations to Sargent under this Agreement.

(2) In the event that Sargent does not fulfill its obligations under Paragraph (1) above, Hampden may terminate this Agreement upon seven (7) days prior written notice to Sargent. In the event of such termination, neither party shall have any obligations to the other party under this Agreement. Hampden agrees to consider any reasonable extensions of the deadlines in Paragraph (1) above in the event any permits or approvals are delayed through no fault of Sargent, or they are subject to local or state appeals.

(3) Sargent agrees to complete all remaining infrastructure development for the Hampden Business and Commerce Park in accordance with the approved Subdivision Plan, as may be amended, at Sargent's sole cost and expense, no later than 38 months from the effective date of this Agreement for Phase 1 and 86 months from the effective date of this Agreement for the completion of Phase 2. A Scope of Work for the remaining infrastructure development is attached as Exhibit B and is incorporated herein by reference. In its sole discretion, Sargent may elect to reverse the order of completion of Phase 1 and Phase 2 of the infrastructure development, such that Phase 2 is completed within 38 months from the effective date of this Agreement, and Phase 1 within 86 months from the effective date of this Agreement. Sargent shall give written notice of its intention to reverse the order of completion to the Town within 24 months after the effective date of this Agreement. By way of illustration and not limitation, Sargent may elect to reverse the order of completion to accommodate the needs of potential lot buyers; to achieve efficiencies in construction of the infrastructure improvements; or to better address issues arising in the permit amendment process.

In completing the remaining infrastructure development, Sargent shall have sole discretion concerning use of its own forces and/or selection of a contractor or subcontractors; pricing of any contracts; employee wage rates; means and methods of construction; and oversight and supervision of the work. The Town shall be entitled to conduct inspections to ensure that all construction, including workmanship and materials, is completed in compliance with Hampden's ordinances and its infrastructure design and construction requirements, or other provisions of law. Prior to the commencement of construction, Sargent shall deposit with Hampden such funds as Hampden's Public Works Director determines is sufficient to conduct the inspections. Any unused funds shall be returned to Sargent upon completion of the work in a manner satisfactory to the Public Works Director.

(4) Upon completion of the infrastructure development, Sargent shall execute any

releases, bills of sale or similar documents that may be necessary to convey title to the completed infrastructure development to Hampden, and shall assign and deliver to Hampden all final “as-built” plans for the infrastructure development together with all manufacturers’ warranties and information concerning any equipment or other items of personal property incorporated into the infrastructure development.

(5) Prior to the commencement of any construction on any phase of the infrastructure development, Sargent shall provide Hampden with a list of all subcontractors and suppliers. Sargent shall promptly obtain releases or discharges of any and all mechanics or materialmen’s liens, or any other lien claims, arising from the construction of the infrastructure development. Hampden shall not be obligated to convey any lots to Sargent until Hampden is satisfied that its property is not subject to any lien claim arising from the design or construction of the infrastructure development.

II. Hampden’s Obligations

Subject to any required Town Council approvals that may be necessary under Hampden’s Town Charter or Maine law with respect to option or conveyance of the Town-owned lots, or with respect to approval or amendment of a tax increment financing district, district development program or credit enhancement agreement under Title 30-A, chapter 206 of the Maine Revised Statutes, the Town of Hampden, by its Town Council, shall:

(1) Upon request, reasonably assist Sargent, at its sole expense, in preparing and presenting applications for any necessary amendments, permits and other approvals, but Hampden shall not be obligated to be an advocate before any permitting authority.

(2) Grant to Sargent a right of entry onto the town-owned portions of the Hampden Business and Commercial Park for the purpose of completing the infrastructure development. This right of entry shall include the right to enter on the individual lots in order to fill, grade or make other lot improvement for prospective purchasers. Sargent shall obtain any necessary local, state, or federal permits or approvals before undertaking the work, and shall complete the work in compliance with such approvals.

(3) Grant to Sargent, prior to commencement of any construction activity, an option to acquire the Town-owned lots in the Hampden Business and Commercial Park, for consideration of One Dollar (\$1.00) for each such lot acquired by Sargent pursuant to the option, said option

being the primary consideration upon which Sargent has agreed to complete the infrastructure development. Further terms of the option shall include the right to exercise the option with respect to any or all of the Town-owned lots at any time or times within a period ending ten (10) years after the earlier of (a) the date of completion of the phase of the infrastructure development in which the lot is located, or (b) 86 months from the effective date of this Agreement. No option may be exercised unless the phase of the infrastructure development in which the subject lot is located has been completed. It is the intention of this provision that the Town shall retain title to the undeveloped lots now owned by the Town until such time as Sargent has identified a user, purchaser or developer of the lot(s) concerned within the applicable ten (10) year period set forth above. The provisions hereof do not prevent Sargent from exercising its phasing rights under I (3).

(4) Town shall have the right to continue to market Lots 2, 4, 6, 8, 9 and 10 during the term of Sargent's option, and to sell any of said lots for not less than 80% of the prices listed in the listing agreement with Epstein Real Estate attached hereto as Exhibit C. Any proposed price less than 80% of the listing price must be approved by Sargent. The net proceeds (meaning the sales price minus commission, legal fees, and other customary seller costs) from any such sales shall be held in escrow by Hampden, and shall be paid to Sargent upon completion of Phase 1 or Phase 2, whichever occurs first.

(5) Within 120 days following execution of this Agreement, designate a development district and adopt a development program, including a tax increment financing (TIF) district, which shall include the following elements:

- a. The term shall be for a period of 30 tax years beginning with the July 1, 2015 to June 30, 2016 tax year.
- b. A credit enhancement agreement with Sargent for the Town-owned lots (except Lots 2, 4, 6, 8, 9, & 10), providing that Sargent shall receive, for a term of twenty (20) tax years commencing with the tax year subsequent to the completion of the Phase 1 or Phase 2 infrastructure development as of April 1 of the prior tax year or commencing on July 1, 2018, whichever is earlier, an annual reimbursement equal to fifty percent (50%) of the property taxes paid on account of new taxable development occurring on the Town-owned lots (except Lots 2, 4, 6, 8, 9, & 10), subject to the following:

- i. The CEA payments shall only apply to the required new taxable development on a lot that occurs within ten (10) years from the conveyance of the lot to Sargent, or by April 1, 2028, whichever is earlier.
- ii. The sale price of the lot shall not be included in the calculation of captured assessed value, as only the value of the improvements constructed on a lot shall be included in the calculation of captured assessed value.
- iii. There shall be a maximum of ten (10) annual CEA payments per lot. No CEA payments shall extend beyond the July 1, 2037 to June 30, 2038 tax year.
- iv. In order to qualify for CEA payments, a lot must have a minimum new taxable development of \$500,000.
- v. The CEA payments for any particular lot shall commence in the first fiscal year of Hampden in which the required improvements have been completed and the new captured value therefore has been assessed.
- vi. All other taxes collected on the captured assessed value for the lots shall be retained by the Town, and the Town Council shall have the annual option to determine the portion thereof to be utilized in the general budget and the portion thereof to be dedicated to the purposes allowed under 30-A M.R.S., Chapter 206, Subchapter 1.

c. Sargent shall be responsible, at its sole cost and expense, for preparing all documentation necessary for the establishment of the tax increment financing district and development plan, and the credit enhancement agreement, for consideration by the Town Council.

(6) Hampden will maintain all roadways after the infrastructure development has been satisfactorily completed and the Town Council votes to accept the same as town ways. To avoid damage to the final paved surface of roadways caused by construction vehicles employed in developing individual lots, Sargent shall have the right to defer final paving of roadways until lot development along the section of road concerned is complete. Such roadways shall be completed to a base coat of asphalt pavement only. The Town Council shall at all times have the option to accept such base coat only roads as town ways, and in that event may require Sargent to provide reasonable security, by letter of credit or performance bond, to assure

completion of final paving within a stated period, not to exceed 24 months from the date of acceptance. The Town shall also have the right to condition its issuance of any final certificate of occupancy for individual lots upon completion of final paving of the road sections serving that lot. Sargent shall notify any purchaser in writing prior to closing of the foregoing condition on the issuance of a certificate of occupancy.

III. Additional Withdrawal Rights

It is understood and agreed that the provisions of this Agreement concerning grant of an option to purchase Town-owned lots and approval of a TIF credit enhancement agreement do not contractually bind the Town to approve those local legislative acts. Accordingly, in the event the Town Council fails to approve an option to purchase or a TIF credit enhancement agreement substantially in accordance with the terms of this Agreement within 120 days after the date of execution of this Agreement, then this Agreement shall be void and of no further force or effect. In that event, Sargent shall have no obligation to Hampden to complete the infrastructure development or to take any other action for Hampden's benefit hereunder.

IV. General Provisions

(1) *Rights Reserved by Hampden.* Hampden reserves the right to grant a temporary construction easement to Maine Ground Developers, Inc., its successors and assigns, to construct a water line, sewer line and road improvements (including drainage facilities) within the "100' Access & utility easement retained by Hampden" on Lot 30 as shown on Map File No. 2002-90 and within the portion of Carey Circle running southeasterly therefrom, as shown on Map File Nos. 2002-90 and 2002-89, to the temporary cul-de-sac on the portion of Carey Circle that has been accepted as a town way. Said easement to include the right to connect said water line and sewer line to the existing water line and sewer line located in Carey Circle. Hampden agrees to consult with Sargent on the design and construction details of said improvements, as well as the provisions of the temporary construction easement.

(2) *Indemnification.* Sargent shall defend, indemnify and hold Hampden, and its officials, employees, or agents, harmless from any and all claims arising from the work contemplated by this Agreement, including but not limited to any and all claims arising from the

work of any subcontractors, or their officials, employees or agent.

(3) *Insurance.* Sargent shall procure and maintain, throughout the term of this Agreement, the following insurance:

- a. Workers Compensation
- b. Commercial General Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
 - iii. Products-Comp/OP Aggregate: \$2,000,000
 - iv. Personal and Adv. Injury: \$1,000,000
- c. Automobile Liability
 - i. Combined Single Limit: \$1,000,000
(each accident)
- d. Umbrella
 - i. Each Occurrence: \$5,000,000
 - ii. Aggregate: \$5,000,000

The insurance shall be from companies authorized to do business in Maine, and shall cover operations of Sargent or of a subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Hampden shall be named as an additional insured. Certificates of insurance shall be filed with Hampden prior to commencement of the work contemplated by this Agreement, and thereafter upon the renewal or replacement of each required policy of insurance.

(4) *Choice of Law.* This Agreement is made under and shall be construed in accordance with the laws of the State of Maine.

(5) *Venue for Suits.* Any suit to construe or enforce the terms of this Agreement must be brought in the district or superior courts of Penobscot County, Maine, and otherwise shall be barred.

(6) *No Joint Venture.* Nothing in this Agreement shall be deemed to create a joint venture, partnership or other similar legal relationship between the parties hereto.

(7) *No Third-Party Benefit.* Nothing in this Agreement shall be deemed to create any right, benefit, claim, or cause of action in favor of any third party, it being the intention of the parties that this Agreement shall be for the sole benefit, and solely enforceable by, Sargent and

Hampden as parties hereto.

(8) *Assignments.* No assignment of this Agreement may be made by Sargent to any third party for any purpose, except with the prior express written consent of Hampden’s Town Council, which shall not be unreasonably withheld. Assignment of this Agreement to a wholly-owned affiliate, parent or corporate successor to Sargent shall not be deemed be a breach of this paragraph. Use of other contractors or subcontractors to perform the infrastructure development in whole or part shall not be deemed a breach of this provision.

(9) *Immunities Retained.* Nothing in this Agreement shall be deemed to waive, impair, expand, reduce or modify any immunity from suit or judgment, including limitations on damages, now enjoyed by Hampden or Hampden’s residents, employees or elected officials under the Maine Tort Claims Act, Title 14 MRSA sec. 8101 *et seq.*, or other provisions of law.

(10) *Amendments.* No amendment to this Agreement shall be valid unless executed in writing by representatives of Sargent and Hampden, duly authorized; and in the case of Hampden unless approved by vote of Hampden’s town council at a duly called meeting thereof.

(11) *Entire Agreement.* This Agreement and the Exhibits referred to herein, when executed, shall constitute the entire agreement of the parties upon the subject matter hereof. No prior discussions, proposals, understandings, agreements or memoranda concerning the subject matter of this Agreement shall be deemed to have any force or effect.

In Witness Whereof, Hampden and Sargent have caused this Agreement to be signed by their respective representatives named below, duly authorized, on the date first written above, which date shall constitute the effective date of this Agreement.

TOWN OF HAMPDEN

Witness

By: _____
Susan M. Lessard
Its Town Manager

SARGENT CORPORATION

Witness

By: _____
Name: _____
Title: _____

SSR II, LLC

Witness

By: _____
Name: _____
Title: _____

SSR, LLC

Witness

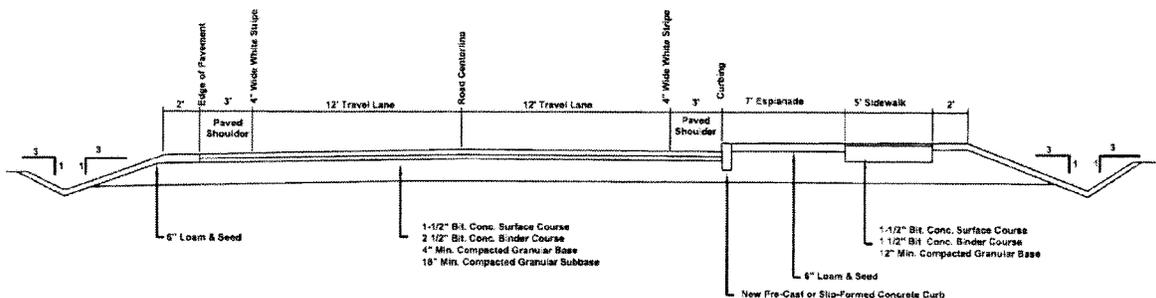
By: _____
Name: _____
Title: _____

Exhibit B

Scope of Work for Remaining Infrastructure Development

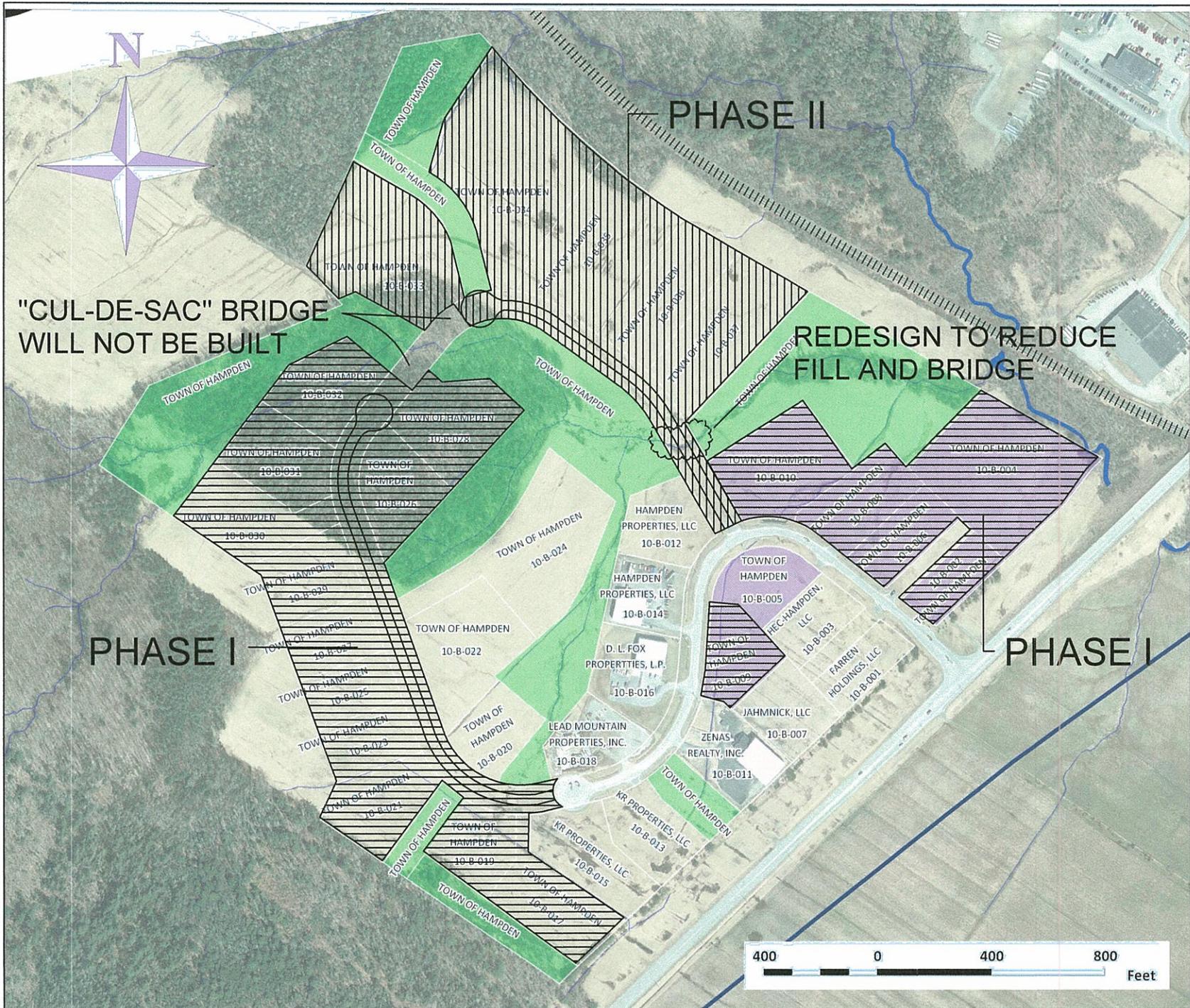
Hampden Business & Commerce Park

1. Prepare Documents & Plans for a Town of Hampden Site Plan Review Modification.
2. Prepare Documents & Plans for a Maine Department of Environmental Protection Modification of the Site Location of Development Natural Resource Protection Act Permit L-20555-39-A-N / L-20555-31-B-N.
3. Site Preparation Install Erosion & Sedimentation Control as per plans.
4. Construct Roadways as per Town of Hampden's Subdivision Ordinance, Design & Construction Standards for Streets.



Typical Road Section

5. Install Storm Drainage as per Town of Hampden's Post-Construction Stormwater Management Ordinance.
6. Install Sanitary Sewer infrastructure as per Town of Hampden Sewer Ordinance.
7. Install Water Main Infrastructure as per Hampden Water District specifications.
8. Landscaping – Loam & Seed



"CUL-DE-SAC" BRIDGE
WILL NOT BE BUILT

PHASE II

REDESIGN TO REDUCE
FILL AND BRIDGE

PHASE I

PHASE I



SKETCH SK-1



6 State St, P.O. Box 2444
Bangor, ME 04401
Phone: (207) 945-6222
Fax: (207) 945-5824
results@epsteincommercial.com
www.epsteincommercial.com

EXCLUSIVE AUTHORIZATION TO SELL

This Agreement is entered into this 25th day of September 2013, by and between Epstein Commercial Real Estate of 6 State Street, P.O. Box 2444, Bangor, Maine 04402-2444, hereinafter called Broker; and Town of Hampden, 106 Western Ave, Hampden, Maine hereinafter called Owner.

In consideration of Broker's efforts to procure a sale for Owner's real estate as follows:

Lot #2, further described as a 1.46 acre lot as shown on Map 10B, Lot 2 in the Town of Hampden's tax assessor's office and recorded in the Penobscot County Registry of Deeds, Book 7832, Page 274-285;

Lot # 4, further described as a 4.75 acre lot as shown on Map 10B, Lot 4 in the Town of Hampden's tax assessor's office and recorded in the Penobscot County Registry of Deeds, Book 7832, Page 274-285;

Lot #6, further described as a 1.74 acre lot as shown on Map 10B, Lot 6 in the Town of Hampden's tax assessor's office and recorded in the Penobscot County Registry of Deeds, Book 7832, Page 274-285;

Lot #8, further described as a 1.88 acre lot as shown on Map 10B Lot 8 in the Town of Hampden's tax assessor's office and recorded in the Penobscot County Registry of Deeds, Book 7832, Page 274-285;

Lot # 9, further described as a 1.55 acre lot as shown on Map 10B, Lot 9 in the Town of Hampden's tax assessor's office and recorded in the Penobscot County Registry of Deeds, Book 7832, Page 274-285;

Lot #10, further described as a 2.80 acre lot as shown on Map 10B, Lot 10 in the Town of Hampden's tax assessor's office and recorded in the Penobscot County Registry of Deeds, Book 7832, Page 274-285.

Owner hereby grants to Epstein Commercial Real Estate the exclusive authorization to sell the above-mentioned real estate at the following price:

- Lot #2 \$ 80,000
- Lot #4 \$200,000

- Lot #6 \$ 95,000
- Lot #8 \$110,000
- Lot #9 \$100,000
- Lot #10 \$155,000

or at any sale price which is acceptable to Owner. This exclusive authorization shall begin on September 26, 2013 and expire on September 25, 2014.

Broker shall have the exclusive right to sell said property within the time period above and shall be entitled to a commission fee of eight percent (8%) of the sale price. This commission fee shall be paid at the time of each closing. This commission fee shall be due Broker in the event of a sale produced by Broker, Owner, or any other person or entity; all inquiries shall be referred to Broker. If the Property is sold in its entirety (lots 2,4,6,8,9,10) in one transaction to Herb Sargent or an entity in which Herb Sargent has a majority interest, then no commission shall be due.

Should the Owner sell, transfer, convey, lease, exchange or dispose of any portion of said property within six months after the termination of this Agreement to any person, corporation, or entity which the Broker has introduced to the property, and whose name has been furnished to Owner in writing by the Broker during the time period of this Agreement, then in such a case the above commission shall become due and payable to the Broker.

By this Agreement it is understood that Broker is employed and is representing only Owner unless otherwise agreed to in writing. It is further understood that Broker's entitlement to the above commission fee occurs when Broker, Owner, or any other entity finds a purchaser who is ready, willing and able to purchase, and actually purchases, the said above described real estate on the terms herein setout, or on any other terms acceptable to the Owner.

Any dispute or claim arising out of or relating to this Agreement shall be submitted to mediation in accordance with the Maine Residential Real Estate Mediation Rules of the American Arbitration Association. This clause shall survive the expiration of this Agreement.

Agency and Owner each agree that this property is to be offered to any person without regard to race, color, religion, national origin, sex, age or handicap.

SPECIAL CONDITIONS:

1. A "For Sale" sign may be placed on the property. Yes X No ___
2. Broker may advertise the property. Yes X No ___

BUYER'S AGENCY:

This Agency's policy is to cooperate with other agencies acting as Buyer's agents, unless such other brokerage agencies have a general policy which effectively inhibits or

precludes the cooperation and sharing of compensation with other brokerage agencies. This Agency's policy is to share compensation with Buyer's agents.

The undersigned jointly and severally agree to accept telefacsimile copies of the documents which have been sent by either party to the other, or to any other party or agent to this transaction, as original documents.

DATE:

OWNER:

9.25.13

DATE:

BROKER:
EPSTEIN COMMERCIAL REAL ESTATE



Check One: Initial Application
 Reappointment Application

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

E-2-a

NAME: Foster Nancy
LAST FIRST MI

ADDRESS: 50 Daisy Lane Hampden ME 04444
STREET TOWN ZIP

MAILING ADDRESS (if different): _____

TELEPHONE: 266-6234
HOME WORK

EMAIL: Nancy.Foster@Maine.edu

OCCUPATION: Professor - Univ. of Maine

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Recreation Committee

SECOND CHOICE (OPTIONAL): _____

How would your experience, education and/or occupation be a benefit to this board or committee? I'm an Active Adult and like what the Hampden rep does.

I enjoy working as a team, I love kids (I have a 5 year old son) and think exercise and sports are very important and an integral part of young childrens development.

Are there any issues you feel this board or committee should address, or should continue to address? Continue to offer new and exciting programs

for the children residents of Hampden.

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 JAN 27 2014

COUNCIL COMMITTEE ACTION: _____ DATE: _____

COUNCIL ACTION: _____ DATE: _____

____ NEW APPT ____ REAPPOINTMENT DATE APPOINTMENT EXPIRES: _____

10 percent before 3/31/14



Check One: Initial Application
 Reappointment Application

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

E-2-b

NAME: Shayne Stephanie
LAST FIRST MI

ADDRESS: 8 Daisy Lane Hampden 04444
STREET TOWN ZIP

MAILING ADDRESS (if different): _____

TELEPHONE: 862-8095 404-5632
HOME WORK

EMAIL: Shaynes@husson.edu

OCCUPATION: Professor @ Husson University

BOARD OR COMMITTEE PREFERENCE:
FIRST CHOICE: Recreation Committee

SECOND CHOICE (OPTIONAL): _____

How would your experience, education and/or occupation be a benefit to this board or committee? I have a business back ground and am comfortable with financial information and budgets. I also have experience with the strategic planning process. (Resume attached)

Are there any issues you feel this board or committee should address, or should continue to address? We have been very pleased with the Rec. Dept programming since moving to Hampden in 2009 and I want to ensure that it continues. Effective use of the Skehan Center should continue to be addressed.

- 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 JAN 30 2014
COUNCIL COMMITTEE ACTION: _____	DATE: _____	
COUNCIL ACTION: _____	DATE: _____	
<input type="checkbox"/> NEW APPT	<input type="checkbox"/> REAPPOINTMENT	DATE APPOINTMENT EXPIRES: _____

ELECTION CLERK NOMINATIONS 2014-2016

E-2-C

LAST NAME	FIRST	PARTY	ADDRESS	DIST
Armstrong	Edward	R	1211 Kennebec Rd	3
Bartlett	Phyllis	D	18 Canoe Club Rd.	3
Bowen	Frances	R	490 Main Rd. North	1
Camuso	Jean	D	19 Summer St.	3
Carter	Katherine (Kay)	D	76 Main Road So.	3
Carter	Lisa	R	1088 Western Ave.	4
Carter	Scott	R	1088 Western Ave.	4
Cole	Clare	U	50 Sidney Blvd.	2
Dunton	Trudy	U	1265 Kennebec Rd.	3
Edgerly	Judy	D	48 Pleasant St.	3
Ewing	Tammy	R	24 Old County Rd.	2
Gadoury	Lisa	D	387 Main Road North	1
Gresser	Vivian	R	19 Carver Rd.	1
Hall	Susan	U	717 Western Ave.	4
Hickson	Betty	D	13 Hamel Ave.	1
Holt	Norine	R	180 Mayo Rd.	2
Hopkins	Carolyn	D	106 Thistle Lane	2
Jordan	Melinda	R	303 Main Rd. North	2
Kelley	Lisa	R	19 Clark Circle	3
King	Kathryn	D	54 Summer St.	3
Lippincott	Dorothy	D	30 Wilbur Dr.	2
Lippincott	William	D	30 Wilbur Dr.	2
Lozito	Debora	D	99 Kennebec Rd.	3
Mock	Suzanne	R	37 Elm St. West	2
Palmer	Susan	R	14 Daisey Ln	1
Patterson	Deanna	R	17 Cottage St.	2
Philbrick	Bernard	R	1206 Western Ave	4
Philbrick	Cynthia	R	1220 Western Ave	4
Plowman	Debra	R	180 Patterson Rd.	4
Sass	Jenny	D	27 Pond Rd.	4
Seekins	Jennie	R	21 Canoe Club Rd.	2
Starbird	Susan	R	10 Emerson Dr.	2
Walker	Kathy	D	5 Old Coldbrook Rd.	2

DRAFT

SERVICES COMMITTEE MINUTES
APRIL 14, 2014

E-3-a

Attending:

Mayor Carol Duprey	Councilor David Ryder
Councilor Jean Lawlis	Town Manager Susan Lessard
Councilor Tom Brann	Residents
Councilor William Shakespeare	Farmer's Market Representatives
Councilor Greg Sirois	

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

1. MINUTES 3-10-2014 – The minutes of the 3-10-2014 meeting were reviewed and approved with no changes.
2. OLD BUSINESS
 - A. Papermill Park Update – No update on the park was given due to the absence of Jeremy Jones, the volunteer coordinator for the park. This item will be updated at the May 2014 meeting.
 - B. Farmer's Market Update – The Committee took a break in the meeting in order to walk around the front parking lot of the Municipal Building to see if that space would be appropriate for use by the Market. Following that a motion was made by Councilor Brann, seconded by Councilor Sirois to recommend to the full Council that they allow the Farmer's Market to use the Municipal Building parking lot for a Farmer's Market on Fridays. Unanimous vote in favor.
 - C. Skehan Center/Recreation Enterprise Income/Expenditure Review – The Town Manager presented a report on the current financial condition of the Skehan Center/Recreation Enterprise budgets (copy attached). Her report concluded that the Skehan Center loss was offset by the credit balance in the Recreation Enterprise account and that if the Council was willing to look at the Skehan Center/Recreation Enterprise budget as one entity it could be done without property tax impact. Councilor Brann did not agree with that proposal, Councilor Sirois suggested that it might be a good idea to hire an overall Recreation business manager to oversee the pool, recreation enterprise, Skehan Center and library operation. He considered that a business manager may find overall efficiencies and make sure that the fee structure used by the Town in all recreation programs is maximized. Councilor Lawlis was concerned about hiring for a new position in this difficult economic environment. Resident Terry McAvoy voiced strong opposition to both a new position and the use of property tax dollars to fund any part of the Skehan Center. Councilor Brann advocated for the development of an overall plan for all recreation included the departments cited as well as trails, trail development, and parks. It was suggested that the Council should put a 'straw poll' question on the ballot in November asking residents whether they would support the use of tax dollars on Skehan Center operations.
3. NEW BUSINESS

The Committee interviewed Stephanie Shayne and Nancy Foster in regard to their applications for membership on the Recreation Committee. Both women are university professors and both have children who participate in the Town recreation programs. Both expressed interest in continuing and expanding recreational offerings and a desire to help the Town. Motion by Councilor Sirois seconded by Councilor Shakespeare to recommend to the full Council appointment to the Recreation Committee of Nancy Foster and Stephanie Shane. Unanimous vote in favor. Applicants Collier and Fontaine did not attend the meeting and there were differing opinions among Committee members as to whether to continue to carry these applications forward or notify them that the positions were filled. No vote was taken.

- A. New Appointment – Nancy Foster – Recreation Committee
 - B. New Appointment – Matt Collier – Recreation Committee
 - C. New Appointment – Stephanie Shayne – Recreation Committee
 - D. New Appointment – Jaric Fontaine – Recreation Committee
4. PUBLIC COMMENTS - None
5. COMMITTEE MEMBER COMMENTS – None

Motion by Councilor Shakespeare, seconded by Councilor Ryder to adjourn at 7:40 p.m.
Respectfully submitted,

Susan Lessard
Town Manager

20

TO: Hampden Town Council
FROM: Sue Lessard, Town Manager
DATE: April 10, 2014
RE: Skehan Center/Recreation Enterprise

The purpose of this memo is to discuss the financial status of the Skehan Center/Recreation Enterprise Accounts for the Town of Hampden. As background, the Town of Hampden provides taxation funding in the regular municipal budget for two full time recreation employees and the benefits associated with those employees, including worker's compensation insurance. That budget for 2013-2014 is \$136,544.

Prior to the addition of the Skehan Center, all recreation programming income and expenses were handled through the Recreation Enterprise account. The income to this account is only from program fees paid by participants. Expenses are all those associated with programming and holding events. Unlike accounts in the General Fund budget in which all accounts go to zero at year end and any funds remaining are credited to fund balance, the balance in the Recreation Enterprise account is credited to a General Ledger account and is carried forward. Over the years, funds in this account have been used to resurface the tennis and basketball courts, and to purchase and install playground equipment at the playground next to the Lura Hoyt Pool. At the present time there is \$79,966.00 in the General Ledger Recreation account created by the end-of-year balance transfers from the Recreation Enterprise account.

The addition of the Skehan Center to the responsibilities of the Recreation Department has added a significant expense which it is not able to offset entirely through fees related to the use of that facility. In the present fiscal year, there is a negative balance in the income/expense totals in the Skehan Center operation of (\$31,663.93). Utility costs in the current fiscal year for the building are \$37, 233.50 and building repairs (primarily to heating systems and the floor refinishing) total \$13,321.97.

However, if you look at the Recreation Enterprise Account income and expenses for this fiscal year, there is a positive balance of \$31,390.16. The combination of the two accounts which are the responsibility of Recreation results in a net negative balance of (\$273.77) which shows essentially that the Recreation Department, by using all revenue available annually from both Rec Enterprise and Skehan Center programs, can operate the facility without the use of tax dollars. The \$79,966 balance in the current General Ledger Recreation account could be utilized as needed as it has been in the past, but it would not grow as long as the positive balance in the Enterprise was used to offset the negative balance in the Skehan Center account.

Since the resignation of our former Recreation Director, we have not replaced the third full-time person (Kid's Korner Director) with a full-time person but instead have used part-time personnel and both the Acting Director and Assistant have assumed some of those duties. That has kept the costs in Recreation Enterprise down and I have no plans to reinstate that third full time position.

In this first full year of operation, there have been a number of items in the building maintenance/repair line item that should not be annual recurring events. The floor can be done every other year, and the heater replacements and repairs should not have to be re-done annually either.

On the income side of things, the Skehan Center is gaining more in programming all the time, and staff has started a 'sponsor' banner program that should bring in more revenue. Much credit goes to Acting Director Shelley Abbott and Assistant Jill McLaughlin for their efforts. They have done a yeoman's job of keeping not only the Skehan Center alive and thriving – but continuing – and expanding the excellent recreation programs offered by the Town. Shelley has done a great job of reaching out to affiliate programs, seeking new 'business' for the Center as well as working cooperatively with the owner's representative of the Skehan Center.

Given the current fiscal situation, there are not additional tax dollars available to fund the portion of the Skehan Center operation not covered by its own income generation. However, if the Council is willing to allow the Recreation Enterprise account to fund that deficit, continued operation of the facility is possible without the use of tax dollars. It is important, however, to remember that the General Ledger Recreation fund containing \$79,966 will eventually be depleted if the Council chooses to upgrade playground equipment or the Skehan Center sustains a major equipment failure. At that time, playground funding or tennis court resurfacing, etc., would have to be raised as part of the regular budget.

This first year has been a steep learning curve for the department and the Town in the operation of a Recreation Center. I have attached the income/expense reports for the Skehan Center and Recreation Enterprise accounts through 4/9/2014.

Expense Detail Report
 Department(s): E 20-07-00-00 - E 20-07-99-99
 July to June (4/9/14)

Account----- Date Jrnl Desc---	Current Budget	Debits	Credits	Unexpended Balance
20 - RECREATION/CULTURE	0.00	0.00	0.00	0.00
07 - SKEHAN CENTER	0.00	0.00	0.00	0.00
01 - COMPENSATION	0.00	0.00	0.00	0.00
05 - WAGES	0.00	26,981.91	0.00	-26,981.91
Expense.....	0.00	26,981.91	0.00	-26,981.91
05 - INSURANCE	0.00	0.00	0.00	0.00
01 - FICA/MEDI	0.00	966.55	0.00	-966.55
10 - WORKER'S COMPENSATION	0.00	0.00	0.00	0.00
Expense.....	0.00	966.55	0.00	-966.55
10 - SUPPLIES	0.00	0.00	0.00	0.00
15 - BOOKS/PUBLICATIONS	0.00	0.00	3.00	3.00
20 - SUPPLIES/MATERIALS	0.00	5,802.95	0.00	-5,802.95
Expense.....	0.00	5,802.95	3.00	-5,799.95
15 - UTILITIES	0.00	0.00	0.00	0.00
05 - ELECTRICITY	0.00	6,042.60	0.00	-6,042.60
10 - FUEL	0.00	29,680.76	7,046.71	-22,634.05
15 - WATER	0.00	1,510.14	0.00	-1,510.14
Expense.....	0.00	37,233.50	7,046.71	-30,186.79
20 - MAINTENANCE/REPAIRS	0.00	0.00	0.00	0.00
35 - BUILDING MAINTENANCE	0.00	13,321.97	0.00	-13,321.97
Expense.....	0.00	13,321.97	0.00	-13,321.97
40 - SPECIAL PROGRAMS	0.00	0.00	0.00	0.00
01 - ADULT BASKETBALL	0.00	0.00	0.00	0.00
10 - ART LESSONS	0.00	1,635.00	3,804.50	2,169.50
14 - BASKETBALL TOURNMENT	0.00	0.00	0.00	0.00
15 - CONCESSIONS	0.00	845.28	3,858.50	3,013.22
17 - BASEBALL CLINIC	0.00	195.00	1,445.00	1,250.00
21 - DROP IN PROGRAM	0.00	2,685.40	12,948.99	10,263.59
22 - DANCE	0.00	1,267.00	380.00	-887.00
23 - Dorothea Dix Park	0.00	0.00	0.00	0.00
24 - FIELD HOCKEY	0.00	48.40	540.00	491.60
25 - ADS, DONATIONS, SPONSORSHIPS	0.00	171.00	773.32	602.32
26 - FLAG FOOTBALL	0.00	0.00	0.00	0.00
27 - GATE/ADMISSION COSTS/FEES	0.00	6.00	4,756.00	4,750.00
36 - INDOOR SOCCER	0.00	396.61	2,870.00	2,473.39
40 - JR PRO BASKETBALL	0.00	1,985.43	6,870.00	4,884.57
42 - KARATE	0.00	360.75	525.00	164.25
46 - KIDS KORNER	0.00	449.70	0.00	-449.70
54 - SENIOR ACTIVITIES	0.00	0.00	0.00	0.00
60 - SPEC'L EVENT & RENTALS	0.00	185.36	15,580.55	15,395.19
61 - SPECIAL PROGRAMS	0.00	667.69	2,140.00	1,472.31
74 - TENNIS	0.00	0.00	0.00	0.00
Expense.....	0.00	10,898.62	56,491.86	45,593.24
Division....	0.00	95,205.50	63,541.57	-31,663.93
Department..	0.00	95,205.50	63,541.57	-31,663.93
Final Totals	0.00	95,205.50	63,541.57	-31,663.93

Expense Detail Report
Department(s): E 20-05-00-00 - E 20-05-99-99
July to June

Account----- Date Jrnl Desc---	Current Budget	Debits	Credits	Unexpended Balance
20 - RECREATION/CULTURE	0.00	0.00	0.00	0.00
05 - RECREATION ENTERPRISE	0.00	0.00	0.00	0.00
01 - COMPENSATION	0.00	0.00	0.00	0.00
01 - SALARIES	0.00	12,260.65	488.25	-11,772.40
05 - WAGES	0.00	98,118.29	20,311.66	-77,806.63
Expense.....	0.00	110,378.94	20,799.91	-89,579.03
05 - INSURANCE	0.00	0.00	0.00	0.00
01 - FICA/MEDI	0.00	8,241.79	456.25	-7,785.54
05 - MSRS/ICMA-ER	0.00	2,576.10	58.98	-2,517.12
15 - HEALTH	0.00	7,259.57	0.00	-7,259.57
20 - LIFE	0.00	84.78	0.00	-84.78
25 - DENTAL	0.00	112.50	0.00	-112.50
Expense.....	0.00	18,274.74	515.23	-17,759.51
10 - SUPPLIES	0.00	0.00	0.00	0.00
01 - OFFICE	0.00	421.79	51.05	-370.74
05 - POSTAGE/SHIPPING	0.00	100.80	0.00	-100.80
Expense.....	0.00	522.59	51.05	-471.54
15 - UTILITIES	0.00	0.00	0.00	0.00
01 - TELEPHONE	0.00	1,599.33	146.80	-1,452.53
05 - ELECTRICITY	0.00	850.43	0.00	-850.43
Expense.....	0.00	2,449.76	146.80	-2,302.96
30 - PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00
01 - ADVERTISING	0.00	252.00	0.00	-252.00
80 - TRAINING/TRAVEL	0.00	1,373.91	140.00	-1,233.91
Expense.....	0.00	1,625.91	140.00	-1,485.91
40 - SPECIAL PROGRAMS	0.00	0.00	0.00	0.00
04 - ADULT SOFTBALL	0.00	599.00	795.00	196.00
16 - CHEERING	0.00	0.00	530.00	530.00
23 - Dorothea Dix Park	0.00	2,226.47	0.00	-2,226.47
24 - FIELD HOCKEY	0.00	127.05	215.00	87.95
26 - FLAG FOOTBALL	0.00	264.32	1,055.00	790.68
28 - FLOOR HOCKEY	0.00	0.00	70.00	70.00
30 - GARDENING	0.00	666.72	809.70	142.98
34 - HORSEBACK RIDING	0.00	315.00	375.00	60.00
38 - JR GOLF	0.00	141.00	0.00	-141.00
42 - KARATE	0.00	130.00	325.00	195.00
44 - KIDS KAMP	0.00	6,217.96	15,347.50	9,129.54
46 - KIDS KORNER	0.00	3,929.88	132,721.00	128,791.12
47 - LATE FEES	0.00	0.00	330.00	330.00
50 - PARKS	0.00	825.00	0.00	-825.00
54 - SENIOR ACTIVITIES	0.00	2,151.00	0.00	-2,151.00
56 - SKIING	0.00	5,180.00	5,630.00	450.00
60 - SPEC'L EVENT & RENTALS	0.00	757.31	685.75	-71.56
62 - SOCCER CAMP	0.00	421.33	2,170.00	1,748.67
64 - START SMART	0.00	0.00	470.00	470.00
70 - T-BALL	0.00	0.00	1,060.00	1,060.00
72 - TEEN CAMP	0.00	1,802.00	1,802.00	0.00
74 - TENNIS	0.00	0.00	80.00	80.00
80 - YOUTH SOCCER	0.00	1,518.31	6,305.00	4,786.69
81 - FACILITIES MAINTENANCE	0.00	1,054.49	415.00	-639.49
82 - YOUTH VOLLEYBALL	0.00	0.00	125.00	125.00
Expense.....	0.00	28,326.84	171,315.95	142,989.11
Division....	0.00	161,578.78	192,968.94	31,390.16
Department..	0.00	161,578.78	192,968.94	31,390.16

Expense Detail Report
Department(s): E 20-05-00-00 - E 20-05-99-99
July to June

Account----- Date	Jrnl	Desc---	Current Budget	Debits	Credits	Unexpended Balance
<hr/>						
Final Totals CONT'D						
Final Totals			0.00	161,578.78	192,968.94	31,390.16

E-3-b

E-3-c

Planning and Development Committee
April 16, 2014

Committee Action: Motion and Second to notify the Town Council of Planning and Development's intent to move forward with a process to rezoning areas of the Coldbrook Road in accordance with the Comprehensive Plan. Vote: 4-0

*

Committee Action: Motion and Second to recommend to the Town Council the rezoning and/or combination of the current Industrial Districts to one or more Industrial Districts for the purposes of establishing regulatory consistency and business attraction. Vote: 4-0

*

Committee Action: Motion and Second to recommend to the Town Council that they designate the former L.L. Bean property as a Town Forest in order to establish an initial parcel of land for public recreational opportunity. Vote: 4-0

E-4-a

ARBOR DAY PROCLAMATION

WHEREAS, In 1872, Sterling Morton proposed that a special day be set aside for the planting of trees, and

WHEREAS, the holiday called Arbor Day, was first observed with the planting of more than a million trees in a single state, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in Hampden increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

THEREFORE, I CAROL DUPREY, MAYOR OF THE TOWN OF HAMPDEN, TOGETHER WITH THE HAMPDEN TOWN COUNCIL, DO HEREBY PROCLAIM MAY 22, 2014 AS

ARBOR DAY

IN THE TOWN OF HAMPDEN, AND WE URGE ALL CITIZENS TO SUPPORT THE EFFORTS TO PROTECT OUR TREES AND WOODLANDS, and

FURTHER, We urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

DATED this 22nd day of April in the year 2014.

Mayor _____

E-4-b

Town Council Compensation Ordinance

The Town of Hampden hereby ordains that the following amendments to the Town Council Compensation Ordinance be enacted

Deletions shown by ~~strikeout~~.
Additions shown by underlining.

Section 1. Pursuant to Sec. 203 of the Town Charter, the Hampden Town Council hereby determines that effective July 1, 2014 the annual salary of the chairman and councilors shall be as follows:

Chairman	\$ 35.00 <u>0.00</u> /meeting
Other Councilors	\$ 30.00 <u>0.00</u> /meeting

~~Section 2. For the purposes of this Ordinance, a meeting shall include all regular or special meetings of the Town Council, as well as the meetings of its committees. In order to be eligible for compensation for a meeting, the chairman or councilor must have been present at the meeting.~~

~~Section 3. Pursuant to Sec. 203 of the Town Charter, the foregoing increase in salary shall become effective as of the first regularly scheduled meeting in January 2006, said meeting being the commencement of the terms of councilors elected at the next regular election scheduled for November 8, 2005.~~