HAMPDEN TOWN COUNCIL

HAMPDEN MUNICIPAL BUILDING

AGENDA

MONDAY AUGUST 6, 2012 7:00 P.M.

- ***5:30 pm – FINANCE & ADMINISTRATION COMMITTEE MEETING***

A. CONSENT AGENDA

1. SIGNATURES

2. SECRETARY'S REPORTS

   a. October 3, 2011

3. COMMUNICATIONS

   a. Town of Brownville – Thank You
   b. Code Enforcement Officer/Council – Notification of Appeals Board Public Hearing – 8/29/2012

4. REPORTS

   a. Finance & Administration Committee Minutes – 7/16/2012
   b. Infrastructure Committee Minutes – 7/23/2012

B. PUBLIC COMMENTS

C. POLICY AGENDA

1. PUBLIC HEARINGS

   a. Proposed Outdoor Facilities Ordinance – Repeals existing Dorothea Dix Park Ordinance and Papermill Road Recreation Area Ordinance

   b. Proposed Ordinance Exempting Eligible Active Duty Military Personnel from Vehicle Excise Tax

2. NOMINATIONS – APPOINTMENTS – ELECTIONS

   a. David Caliendo – Reappointment to Board of Assessment Review – Finance & Administration Committee Recommendation

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

3. UNFINISHED BUSINESS

    a. Donation and Naming of Map 5, Lot 48C – Nason Halpern Woods

    b. Police and Fire Contracts

4. NEW BUSINESS

    a. Sewer Commitment – 4/1/2012 to 6/30/2012

    b. Applications for Renewal of Outdoor Wood-burning Furnace Licenses

        1. Richard Golding, 156 Mayo Road
        2. Rodney Stanhope, 540 Western Avenue
        3. Scott Stanhope, 99 Emerson Mill Road

    c. Application for Renewal of Victualers License – Highlands Corner Market at 557 Kennebec Road

    d. Application for Renewal of Victualers License – Hampden Country Club at 25 Thomas Road

    e. Loader/Backhoe Bids – Infrastructure Committee and Finance & Administration Committee recommendations

    f. Discussion of Powers and Duties of Council and Council Chair – Councilor Hornbrook

D. COMMITTEE REPORTS

E. MANAGER'S REPORT

F. COUNCILORS' COMMENTS

G. ADJOURNMENT

A-2-a

TOWN COUNCIL MINUTES

OCTOBER 3, 2011

The regularly scheduled meeting of the Hampden Town Council was held on Monday, October 3, 2011. The meeting was held at the municipal building council chambers and was called to order by Mayor Hughes at 7:07 p.m.

Attendance: **Councilors**: Mayor Janet Hughes, Andre Cushing, Thomas Brann, Jean Lawlis, William Shakespeare, and Kristen Hornbrook; Shelby Wright was excused

Town Manager: Susan Lessard

Town Counsel: Thomas Russell

Department Heads/Staff: Economic Development Director Dean Bennett

Citizens and members of the press

Mayor Hughes informed the Council that Councilor Wright was out of town and asked for a motion to excuse her absence. Motion by Councilor Brann, seconded by Councilor Cushing to excuse Councilor Wright – unanimous vote in favor.

A. CONSENT AGENDA

Councilor Hornbrook requested that Item A.2.a. be set aside and Councilor Brann requested that Item A.3.b. be set aside. Motion by Councilor Cushing, seconded by Councilor Brann to accept the balance of the consent agenda – unanimous vote in favor.

Item A.2.a. SECRETARY'S REPORT – SEPTEMBER 19, 2011 MINUTES

Councilor Hornbrook noted that in Item C.3.c. the minutes make reference to an email sent by Jon Henry to Councilor Hornbrook, but the email was sent to the Mayor and Town Manager and all Councilors, not just her. Additionally, in Item C.4.e. the motion should be: Motion made by Councilor Brann, seconded by Mayor Hughes to table this item; vote 5-1 (Hornbrook).

Motion by Councilor Brann, seconded by Councilor Shakespeare to accept Item A.2.a. – unanimous vote on favor.

Item A.3.b. NANCY HAMILTON/TOWN – NATURAL GAS LINE

Councilor Brann noted that the letter states that three years ago Mrs. Hamilton had requested that the Town consider having Bangor Gas extend its line into Hampden, but apparently there was no interest to pursue this idea. He clarified that the idea was pursued by the Town, but there are not enough potential customers with a high-enough consumption rate to justify extending the gas line into Hampden at this time. He

explained that they keep it under continuous study and should it become reasonable to extend into Hampden, they will be more than willing to do so. He apologized if Mrs. Hamilton was not made aware of that.

Motion by Councilor Brann, seconded by Councilor Shakespeare to accept Item A.3.b. – unanimous vote in favor.

B. PUBLIC COMMENTS

Linda Valcourt of 205 Monroe Road commented that at the last Council meeting, it was decided to hold the next meeting of the Citizens Comprehensive Plan committee, which was later cancelled. She asked what that was based on. Councilor Brann explained that the Committee was no longer in effect and no longer authorized to hold meetings after the termination date that was originally established. No extension was provided so they would have been meeting without any authority.

Mrs. Valcourt also said that after the last Council meeting, it appeared that the Council held a meeting after the meeting and she asked what that was about. Mayor Hughes assured Mrs. Valcourt that there was no meeting after the regular meeting.

C. POLICY AGENDA

1. PUBLIC HEARINGS

There were none.

2. NOMINATIONS-APPOINTMENTS-ELECTIONS

a. WARRANT FOR MUNICIPAL ELECTION – 11/8/2011

Motion by Councilor Cushing, seconded by Councilor Brann to approve and sign the warrant – unanimous vote in favor.

3. UNFINISHED BUSINESS

a. CITIZENS COMP PLAN COMMITTEE – REQUEST FOR EXTENSION OF 2010 COMPREHENSIVE PLAN RECOMMENDATIONS

Mayor Hughes explained that the Council had given the Committee a deadline of September 8, 2011 to submit its recommendations. The Committee has requested an extension until February 29, 2012. At the last Council meeting, there was some discussion about the request for extension and a motion was made by Councilor Hornbrook and seconded by Councilor Cushing to extend the deadline to February 29, 2012 with Dean Bennett acting as the facilitator for the meetings. During discussion of that motion, the Council voted to table this item until the October 3rd meeting.

Following public comment from several committee members and residents urging the Council to grant the extension, Councilor Cushing moved and Councilor Brann seconded to remove this item from the table – unanimous vote in favor.

Following considerable Council discussion about the length of the requested extension and the need for the committee to begin with the review of the land use portion of the plan, vote on the original motion was 2 in favor (Hornbrook & Cushing) and 4 opposed (Shakespeare, Lawlis, Hughes & Brann); motion failed.

After further discussion, motion by Councilor Brann, seconded by Councilor Shakespeare to grant an extension to the Citizens Comprehensive Planning Committee with Dean Bennett acting as facilitator; to address the land use portion first with a December 5, 2011 deadline for final draft of recommendations from the committee; vote was 5 – 1 (Hornbrook).

b. ABANDONED BOAT – INFRASTRUCTURE COMMITTEE RECOMMENDATION

Manager Lessard reported that the boat owner had indicated it was his plan to repair the boat, pump it out and float it. He was given a deadline of September 15th in order to ensure that it would be gone before winter to prevent possible hazards to navigation. She explained that pursuant to the law, the Department of Conservation, when notified by the municipality in which such a vessel is grounded, considers it abandoned. Then the Department of Conservation has the authority to issue an order that it will be removed within 60 days and in the event of non-compliance on the part of owner, the Department can take action itself.

Manager Lessard had prepared a draft letter to the Department of Conservation and requested that the Council consider the boat abandoned under the statute and authorize her to send the letter.

Motion by Councilor Brann, seconded by Councilor Cushing to declare the boat abandoned – unanimous vote in favor. Motion by Councilor Brann, seconded by Councilor Shakespeare to authorize the Town Manager to send the letter to the Department of Conservation – unanimous vote in favor.

c. PENOBSCOT MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN – INFRASTRUCTURE COMMITTEE RECOMMENDATION TO APPROVE

Motion by Councilor Shakespeare, seconded by Councilor Lawlis to approve participation in the plan – unanimous vote in favor.

d. CITIZENS JOURNAL ARTICLE OF 9/15 REFERRED TO BY COUNCILOR LAWLIS AT 9/19 MEETING – RENEE CLARK REQUEST

Renee Clark read the last paragraph of the article (copy attached) and noted that at the last meeting Councilor Lawlis stated that in reading the article, it seemed to her that if the extension was granted, maybe you will get a new Town Council and it will go a different way. Mrs. Clark quoted Councilor Lawlis as saying "that seemed to me to be not stating a real agenda, but instead having something that

Town of

HAMPDEN

RESOLUTION

Whereas natural disasters may occur at any time, we recognize that to lessen the impacts of these disasters we will save resources, property, and lives in the Town of Hampden;

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

Whereas the Town is committed to the mitigation goals and measures as presented in this plan; and

Therefore, the Town hereby adopts the Penobscot County Multi-Jurisdictional Hazard Mitigation Plan.

[redacted], Mayor Janet Hughes — Date 10/3/2011

Andre Cushing III, Deputy Mayor — Date 10/3/11

Thomas Brann, Councilor — Date 10/3/2011

William Shakespeare, Councilor — Date 10/3/2011

[redacted] Councilor Shelby Wright — Date

Jean Lawlis, Councilor — Date 10/3/2011

[redacted], Councilor Kristen Hornbrook — Date 10/3/11

C-3-d

Article from the Citizen Journal that appeared in the September 15th edition. Photocopied version from the newspaper was barely legible so it has been transcribed in its entirety below.

HAMPDEN COUNCIL TO DECIDE ON EXTENSION

By Larry Grard

The Town Council on September 19th will decide if an extension should be granted on a comprehensive plan proposal .

Since early summer, the Citizen Comprehensive Plan Committee has been working on a revised plan that would comply with the town charter. But the original Sept 8th deadlines for submission to the town council and ultimately the planning board – has passed.

In a detailed letter, Shelley Blosser of the Citizen Comprehensive Plan Committee has requested an extension until Feb. 29.

Town Councilor Kristen Hornbrook praised the work of the Committee.

"They have done an awesome job", said Hornbrook, a member of the Hampden Area Landowners Association (HALO) which says the plan under consideration poses too many restrictions on landowners. "They have really made some good headway but they have been through only three sections and there are 18".

Hornbrook said that the committee has offered to extend its meetings from two to three hours to get the job done.

The September 19 town council meeting begins at 7 p.m. Hornbrook emphasized that the Council can accept the Feb 29 extension request, grant a shorter extension, or grant no extension at all, and pass the plan on to the planning board.

"As soon as it comes up at the council meeting, I'm going to make a motion to pass it," she said.

Should the Feb 29 extension be granted, the plan would be submitted well after the November municipal elections. Four councilors who favor the comprehensive plan are up for re-election.

was behind the scene that was not really honest and it is making me feel mistrustful".

Mrs. Clark said she didn't mean to point out Councilor Lawlis, but said that there is so much going on that seems to be based solely on emotion and no fact. She finds that very frustrating and nothing seems to be resolved. She wonders what would make a Councilor think that you can't trust Town citizens. She said even if there was a new Council after the election, so what; that is what elections are supposed to do by design and that is how we the people, are represented by you the Council. She said if you, the Council are doing what we, the people, have elected you to do, then you should fear no election.

Mrs. Clark stated that healing wounds are re-opened with the emotional irrational behaviors that continue meeting after meeting and she challenged everyone to be vigilant of what we say and how we say it so we can pass a plan that represents all of us, not just some of us.

e. OLD HAMPDEN ACADEMY RE-USE UPDATE

This item was postponed until the next meeting.

f. TOWN MANAGER SEARCH UPDATE & SET NEXT MEETING DATE

The Council scheduled a meeting for 5:30 pm on October 25th to review the resumes received for the Town Manager position.

4. NEW BUSINESS

a. MUNICIPAL BUILDING RESERVE USE - $1,100 – MAINE TREE & LANDSCAPE

This item was postponed until the next meeting.

b. WETLAND MITIGATION FOR NEW SCHOOL

Mayor Hughes explained that approximately 3 acres of wetland is being impacted by the Hampden Academy project and in lieu of paying fees, it is proposed that the wetland mitigation be conducted on a portion of the town-owned former LL Bean parcel on Route 202. The plan for mitigation includes preserving 45 acres in perpetuity via a conservation easement and RSU 22 had set aside $50,000 to be used toward the development of a trail system on the town-owned property. RSU 22 has advised that the $50,000 line-item in their budget is part of their Department of Education funding and they can not simply write a check to the Town in the amount of $50,000 to be placed in reserve for future trail development; it must be expended as reimbursement for rendered services to actually construct the trail system.

The Town and RSU 22 have been working on a joint trail project on parcels owned by the District and the Town near the Reeds Brook School. The District was going to apply for grant monies to develop that system and there would be no cost to the Town. However the District has missed the deadline for this grant

cycle. Assistant Superintendent Emil Genest indicated that the District feels that it is in the best interest of not only SAD 22, but also the Town of Hampden and the community to possibly utilize that $50,000 towards the Reeds Brook land for a trail.

Mayor Hughes said the question now is do we want to continue with the LL Bean parcel or could those monies be used for the already discussed trail system on the lands near Reeds Brook?

Councilor Brann said it was always his understanding that the $50,000 was to compensate the Town for an easement. At the time of discussion of mitigation options, the concept of putting trails on land next to the high school was never discussed. He questioned why it would be in the best interest of the Town to give away a 45-acre easement, especially under the restrictions that are usually proposed by the Army Corps of Engineers, without any form of compensation whatsoever. He feels that this is a bait and switch operation.

Councilor Lawlis pointed out that the Town and SAD 22 have been talking about the Reeds Brook trails for over a year now and when SAD 22 brought the proposal to the Town, they said if the Town let them use its land; it would not cost the citizens anything. She said now it looks like it will cost the citizens of Hampden $50,000.

Manager Lessard stated that the Town certainly wants to work with the school, but pointed out that we need to get back on the same page with the plan.

This item was referred to the Planning & Development Committee and Services Committee for further discussion. Both committees are scheduled to meet on October 5th.

c. RSU 22 & TOWN TRAIL MOU UPDATE

This item was removed from the agenda as it will be discussed during a joint meeting of the Services Committee and SAD 22 on October 5th.

d. MMA VOTING DELEGATE

No action was taken on this item due to the fact that no members of the Council will be attending the annual meeting of the Maine Municipal Association.

e. PENQUIS FUNDING REQUEST – FINANCE COMMITTEE RECOMMENDATION

Mayor Hughes reported that it was the recommendation of the Finance Committee to not fund the request (copy attached). Manager Lessard reported that a denial by the Town is necessary in order for SAD #22 to submit a grant application for this program. Motion by Councilor Cushing, seconded by Councilor Brann to not fund the request – unanimous vote in favor.

C-4-e

PENQUIS

Helping Today • Building Tomorrow

September 26, 2011

Susan Lessard
Town of Hampden
106 Western Avenue
Hampden, ME 04444

Dear Ms. Lessard:

Penquis is seeking funding to offer CAST (Coping and Support Training) to students of Hampden Academy.

CAST is a school-based prevention program that targets young people in grades 9-12. CAST's skills training sessions target three overall goals: increased mood management (depression and anger), improved school performance, and decreased drug involvement. Group sessions focus on group support, goal setting and monitoring, self-esteem, decision-making skills, better management of anger and depression, "school smarts," control of drug use with relapse prevention, and self-recognition of progress through the program. Each session helps youth apply newly acquired skills and increase support from family and other trusted adults. Detailed lesson plans specify the type of motivational preparation, teaching, skills practice, and coaching activities appropriate for at-risk youth. Every session ends with "Lifework" assignments that call for the youth to practice the session's skills with a specific person in their school, home, or peer-group environment. CAST has been tested and proven effective, and is on the U.S. Department of Substance Abuse and Mental Health Services Administration's Registry of Evidenced-based Programs and Practices.

Hampden Academy is supportive of this effort and will work with Penquis to make this opportunity available to students.

This project will require a budget in excess of $20,000. Penquis asks the Town of Hampden to consider funding CAST to support the health and well being of area students.

Please contact Tamar Mathieu at 973-3671 or 1-800-215-4942 ext. 671 with any questions. I look forward to hearing from you.

Sincerely,

Charles R. Newton
Chief Executive Officer

262 Harlow Street
PO Box 1162
Bangor, Maine 04402
www.penquis.org

(207) 973-3500
Fax (207) 973-3699
TDD (207) 973-3520
1-800-215-4942

f. LIQUOR LICENSE APPLICATION RECEIVED FROM WHITE HOUSE MOTEL, INC. d/b/a FILIBUSTER LOUNGE

Motion by Councilor Brann, seconded by Councilor Cushing to waive the public hearing – unanimous vote in favor. Motion by Councilor Brann, seconded by Councilor Shakespeare to approve the application – unanimous vote in favor.

g. CHANGE OF NAME OF HAMPDEN BUSINESS AND COMMERCE PARK TO "HAMPDEN BUSINESS PARK" – PLANNING & DEVELOPMENT COMMITTEE RECOMMENDATION

This item was postponed until the next meeting.

D. COMMITTEE REPORTS

Communications – Councilor Cushing explained to those people who questioned about the Council holding a meeting after the last Council meeting, that the system did not get properly turned off at the conclusion of the meeting. There was no audio, but the meeting that was referred to was communications between some of the Councilors and a member of the media who was asking questions after the meeting.

Planning & Development Committee – Councilor Brann reported that the next meeting will be at 6:00 pm on October 5th.

Services – Councilor Lawlis reported that the Services Committee will meet at 5:00 pm on October 5th to discuss the Memorandum of Understanding for the Reeds Brook Trail.

Infrastructure – Councilor Shakespeare reported that in addition to the minutes included in the packet, at the last meeting Manager Lessard had reported that Saturday bus service has begun and is doing well and that she was able to lock in fuel prices that are under budgeted amounts.

Finance & Administration – Mayor Hughes reported that the Finance Committee continues to work on the Code of Ethics.

E. MANAGER'S REPORT

A copy of the Manager's Report is attached.

F. COUNCILOR'S COMMENTS

Councilor Brann asked everyone to please review the proposed Memorandum of Understanding for the Reeds Brook trail system before the meeting on October 5th.

Councilor Hornbrook expressed thanks to the residents for coming out tonight and watching at home.

Mayor Hughes apologized for extending the meeting into the late hour.

MANAGER'S REPORT
October 3, 2011

Newsletter – The October edition of the *Hampden Highlights Newsletter* will be delivered by Saturday of this week. The online version is already available as a link on the front page of the Town website at hampdenmaine.gov. This edition features a photo and introduction for each of the Town Council and RSU 22 Candidates for office.

Candidate Forum – The Communications Committee of the Town Council is sponsoring a Candidate Forum on Wednesday, October 19th at the Town Office at 6 p.m. Take advantage of this opportunity to get to know candidates running for local offices! This forum will be aired live on Cable Channel 7 and taped for rebroadcast as well.

Municipal Valuation – We received the newest state valuation of the community today. The Town of Hampden is now valued at $600,850,000. We are the third highest valued community in Penobscot County, behind Bangor and Brewer. The valuation reflects an increase in our state valuation of $21,300,000 over last year's valuation of $579,550,000.

Tax Due Date – Tax due date for the first half of property taxes is Wednesday, October 5th to avoid interest.

Route 9/202 Intersection – The backup of traffic that has occurred during the morning commute hours created by the activation light facing the school entrance at the Route 9/202 intersection has created numerous complaints. The school and the contractors are working on a solution, and in the meantime a flagger will be at the site during weekday morning commuting hours until a solution is found.

Infrastructure Committee/Water District – The next meeting of the Infrastructure Committee will be at 7 p.m. on Monday, October 24th. From 6-7 will be the semi-annual joint meeting with the Hampden Water District Trustees and Town Council.

Regional Household Hazardous Waste Collection Day – The Town gave out 25 permits for residents to take hazardous waste to the regional hazardous waste collection day in Bangor. These permits reflected a total of 156 gallons of hazardous waste.

G. ADJOURNMENT

There being no further business, the meeting was adjourned at 10:17 p.m.

Denise Hodsdon
Town Clerk

A-3-a

Town Of Brownville

586 Main Road
Brownville, Maine 04414
Tel. (207) 965-2561
Fax (207)-965-8768
manager@brownville.org

July 18, 2012

Town of Hampden
106 Western Ave.
Hampden, Maine 04444-1428

Dear Mayor, Town Manager & Town Council

Recently, the Town of Brownville reached out to our neighbors in the State after a devastating storm on June 23 that left the town with 34 sections of roadways damaged and requested help for services and equipment to help repair our local roads. Within hours, several cities and towns responded with their equipment and people to help rebuild Brownville before the 4th of July holiday traffic was to arrive.

The Board of Selectpersons, Town Manager, Staff, and Brownville Residents would like to say a heartfelt thank you, for providing the necessary emergency help and equipment for our small town. We are proud to be part of the great State of Maine, and proud to have you as a neighbor.

In closing, if there is ever a time where the Town of Hampden requires help, the Town of Brownville will be there for you.

Sincerely,

Walter Cook, Chairman

Paula Copeland, Selectperson

Linda Coburn, Selectperson

Maria Landry, Selectperson

Mark Tanguay, Selectperson

Matthew S. Pineo, Town Manager

HAMPDEN PUBLIC SAFETY

Code Enforcement Division

106 Western Avenue
Hampden, Maine 04444
Phone 207-862-4500
Fax: 207-862-5067

A-3-b

Date:	**July 31, 2012**
To:	**Mayor Hughes, Hampden Town Council**
	Chairman Weatherbee, Hampden Planning Board
Subject:	**Upcoming Board of Appeals Meeting**
From:	**Ben Johnson, Code Enforcement Officer** BJ

Pursuant to **30-A M.R.S.A. § 4353** this memo is to notify the Town Council and Planning Board that there will be a Board of Appeals meeting Wednesday, August 29, 2012. The meeting and public hearing will be held at 7:00 pm in the Council Chambers of the Hampden Municipal Building. The Board will consider the following item:

Public Hearing:

Application for an administrative appeal has been made by Walter and Beth Kurowski, Aaron and Angela Domina & Brock and Katherine Trepanier regarding property located at 79 Patterson Road, further identified as assessor's tax map 5 lot 45-C. The subject property, owned by Deborahann and Timothy Scott is located in the Rural zoning district. On May 9, 2012 the Planning Board granted site plan/conditional use approval for boarding of animals; to include training and grooming. The Board of Appeals will consider this item pursuant to Articles 6.2.1.1, 6.2.1.2, 6.2.1.3 and 6.2.1.4 of the *Town of Hampden Zoning Ordinance* and the *Town of Hampden Board of Appeals Ordinance.*

A-4-a

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday, July 16, 2012

Attending:

Mayor Janet Hughes
Deputy Mayor Andre Cushing
Councilor Jeremy Williams
Councilor Kristen Hornbrook
Councilor Tom Brann
Councilor Jean Lawlis
Susan Lessard, Town Manager
Interested residents

1. Minutes – 6/18/2012 – The minutes were reviewed by the committee. No changes or additions were made.

2. Review & Signature of Warrants – The payment warrants were reviewed and signed by Committee members.

3. June 2012 Financial Statements – The Town Manager presented the financial statements for June 30, 2012. Committee members asked questions related to estimated revenues and the use of remaining balances from the 2011/2012 year to offset the next year's budget. Councilor Hornbrook asked if financial statements could be sent out prior to the meeting in future. The Town Manager agreed to do so. The financial statements will be presented at the second Finance & Administration Committee meeting of each month and sent out ahead of time with the meeting packet.

4. Interviews:

    a. David Caliendo – Appeals Board Applicant
    b. Chester Bigelow – Appeals Board Applicant
    David Caliendo and Chester Bigelow were interviewed by the Committee. Mr. Caliendo has long-term service in the community on the Planning Board and other town committees and Mr. Bigelow has worked on the Conservation Committee. Committee members expressed gratitude to the applicants for their willingness to serve. Motion by Councilor Lawlis, seconded by Councilor Brann to recommend to the full Council the appointment of David Caliendo and Chester Bigelow to the Appeals Board. Vote 5-0

5. Old Business

    a. Western Avenue Sidewalk – Matching Funds for Construction – The Town Manager presented information from Woodard and Curran for the Western Avenue Sidewalk project. The total cost of the project is estimated to be $162, 600. The town share of the project would be

$31,600, and would be taken from Host Community Benefits. The sidewalk would run from the end of the one on Western Avenue to Sidney Boulevard, cross Western Avenue and then run to connect to the Mayo Road sidewalk. Motion by Councilor Lawlis, seconded by Councilor Brann to recommend to the full Council the expenditure of $31,600 as a match for the Western Avenue Sidewalk Grant from the Maine Department of Transportation. Vote 5-0.

b. Town Charter Review – Town Council Section – This item was not discussed due to insufficient time. It will be put on the next Finance Committee agenda.

6. New Business

   a. Contract Review – Police & Fire – Motion by Mayor Hughes, seconded by Councilor Lawlis, pursuant to 1 MRSA § 405(6)(D) Labor Contracts/Negotiations to enter Executive Session at 6:20 p.m. for the purpose of discussing labor contract proposals for Police and Fire Unions. Vote 5-0.

      Motion by Councilor Cushing, seconded by Councilor Brann to re-enter regular session at 6:40 p.m.

      Motion by Councilor Lawlis, seconded by Councilor Cushing to recommend to the full Council that the contract proposal presented be approved. Vote 6-0.

   b. Library – Use of Reserve Funds – Building Repair – The Town Manager explained that in the process of having trim painted at the Library, other damage was discovered. The original trim painting cost was taken from the Library operating budget, but the Librarian has requested that the additional work, which includes work on the deck/railing system, in the amount of $1,250, be taken from Library reserve. Motion by Councilor Lawlis, seconded by Councilor Williams to recommend to the full Council the use of $1,250 from Library Reserve for the repairs. Vote 6-0.

7. Public Comment - None

8. Committee Member Comments – None

The meeting was adjourned at 6:50 p.m.

Respectfully submitted,

Susan Lessard
Town Manager

A-4-6

INFRASTRUCTURE COMMITTEE MEETING MINUTES
MONDAY, July 23, 2012

Attending:

Councilor Shelby Wright	Public Safety Director Joseph Rogers
Councilor Kristen Hornbrook	Paul Stilwell, resident
Mayor Janet Hughes	Susan Lessard, Town Manager
Chip Swan, Public Works Director	

The meeting was opened at 6:05 p.m. by Committee Chair Councilor Wright.

1. Minutes of 6/25/2012 meeting – Motion by Councilor Hornbrook, seconded by Mayor Hughes to approve the minutes as presented. Unanimous vote.
2. Old Business - None
3. New Business
   a) Loader Bids – The Public Works Director presented the bids received for a loader/backhoe. One was received from Milton Cat and the other was from Nortrax. The Public Works Director recommendation was for the purchase of the Nortrax at a net cost of $63,000. Included with that bid is a guaranteed buy-back in five years at a price of $48,800 for the machine with up to 4000 hours of use. The total cost of the machine's five year life cycle would be $52,200. The Milton CAT total five year life cycle cost would be $74,900 because the guaranteed buy back after five years was only $28,000 as compared to the $48,800 from Nortrax. Motion by Mayor Hughes, seconded by Councilor Hornbrook to recommend to the Council the purchase of the backhoe/loader from Nortrax at a cost of $63,000 and to refer the financing of it to the next Finance Committee agenda. Unanimous vote.
   b) Truck Traffic Monroe Road – Citizen Concerns – Paul Stilwell, a resident at 22 Monroe Road attended the meeting to present information related to complaints on the use of engine brakes on Monroe Road where it intersects with Kennebec Road. He had numerous recordings of these events, and presented a letter signed by 27 residents requesting the closure of the road to truck traffic as a means of solving the problem. Complaints have been received for several months, the police department has maintained a higher presence in the area and also contacted companies who were reported to have been in violation. These steps have not curtailed the problem. After considerable discussion, it was the consensus of the Committee that the Public Safety department should operate with a zero-tolerance policy in this regard in this location and issue citations for violations – not warnings. In addition, the Town Manager was directed to send a letter to all trucking/construction/ gravel pit businesses in the region to inform them of the existence of the ordinance, and the consequences of violating it. The Committee agreed to discuss this subject again on September 24th to evaluate progress.

4. Public Comment - None
5. Committee Member Comment – Mayor Hughes requested that the Public Works Director make sure that the MDOT representative in charge of the Route 1A project contact local businesses to let them know about the proposed 7 day road closure for the installation of a large culvert on Route 1A.

Motion by Councilor Hornbrook, seconded by Councilor Wright to adjourn at 6:44 p.m. Unanimous vote.

Respectfully submitted,

Susan Lessard

Elimination of Commercial Vehicles on Monroe Road

Town of Hampden
106 Western Avenue
Hampden, ME

We the undersigned would like to bring your attention to the excessive commercial vehicle noise occurring on the Monroe Road in Hampden.

Article IV in the Town Ways Ordinance states: " *Engine Braking within the Town of Hampden creates unusual and excessive noise that unreasonably disturbs residents. The prohibition of such devices and methods is necessary to protect the health, safety and public welfare.*".

Recent years have brought a dramatic increase in commercial truck traffic to the Monroe Road, due in large part to these vehicles using the road as a bypass going to and from the town of Winterport, Monroe, and points beyond. This increase in activity has impacted the overall quality of life and safety for those living in the area by being subjected to the noise and speed of these commercial vehicles.

The town posted signs on the Monroe Road identify that Engine Assisted Braking Activity within the town is prohibited. Clearly these commercial vehicles pay no attention to the ordinance. These trucking companies continue to utilize these deafening engine brakes which suggests that the offenders have no interest in adhering to the ordinance or ceasing their attack on the quality of life for the residents in the area. For that reason we request that the town of Hampden endorse and put into action that all commercial truck traffic be prohibited on the Monroe Road.

Agreed upon by the following voters and residents of Hampden:

Printed Name:	Signature:
Robert Mosca	Robert Mosca
Julie Butler	Julie Butler
Renee Butler	Renee Butler
Rianneke Shearer	Rianneke Shearer
[illegible]	[illegible]
Warren A. Shearer	Warren A. Shearer
Ed Bizlecki	E. Bizlecki
Richard S. Dafton	Richard Dafton

Elimination of Commercial Vehicles on Monroe Road

Town of Hampden
106 Western Avenue
Hampden, ME

We the undersigned would like to bring your attention to the excessive commercial vehicle noise occurring on the Monroe Road in Hampden.

Article IV in the Town Ways Ordinance states: " *Engine Braking within the Town of Hampden creates unusual and excessive noise that unreasonably disturbs residents. The prohibition of such devices and methods is necessary to protect the health, safety and public welfare.*".

Recent years have brought a dramatic increase in commercial truck traffic to the Monroe Road, due in large part to these vehicles using the road as a bypass going to and from the town of Winterport, Monroe, and points beyond. This increase in activity has impacted the overall quality of life and safety for those living in the area by being subjected to the noise and speed of these commercial vehicles.

The town posted signs on the Monroe Road identify that Engine Assisted Braking Activity within the town is prohibited. Clearly these commercial vehicles pay no attention to the ordinance. These trucking companies continue to utilize these deafening engine brakes which suggests that the offenders have no interest in adhering to the ordinance or ceasing their attack on the quality of life for the residents in the area. For that reason we request that the town of Hampden endorse and put into action that all commercial truck traffic be prohibited on the Monroe Road.

Agreed upon by the following voters and residents of Hampden:

Printed Name:	Signature:
Patricia Perry	Patricia Perry
Cheryl Bhaer	Cheryl Bhaer
[illegible] French	
[illegible]	
Terri Thompson	Terri Thompson
Robert Sands	[illegible]
Lori Sands	Lori Sands
Diane Mosca	Diane Mosca

Elimination of Commercial Vehicles on Monroe Road

Town of Hampden
106 Western Avenue
Hampden, ME

We the undersigned would like to bring your attention to the excessive commercial vehicle noise occurring on the Monroe Road in Hampden.

Article IV in the Town Ways Ordinance states: " *Engine Braking within the Town of Hampden creates unusual and excessive noise that unreasonably disturbs residents. The prohibition of such devices and methods is necessary to protect the health, safety and public welfare.".*

Recent years have brought a dramatic increase in commercial truck traffic to the Monroe Road, due in large part to these vehicles using the road as a bypass going to and from the town of Winterport, Monroe, and points beyond. This increase in activity has impacted the overall quality of life and safety for those living in the area by being subjected to the noise and speed of these commercial vehicles.

The town posted signs on the Monroe Road identify that Engine Assisted Braking Activity within the town is prohibited. Clearly these commercial vehicles pay no attention to the ordinance. These trucking companies continue to utilize these deafening engine brakes which suggests that the offenders have no interest in adhering to the ordinance or ceasing their attack on the quality of life for the residents in the area. For that reason we request that the town of Hampden endorse and put into action that all commercial truck traffic be prohibited on the Monroe Road.

Agreed upon by the following voters and residents of Hampden:

Printed Name:	Signature:
Jocelyn Stilwell	Jocelyn Stilwell
Paul Stilwell	
STEWART Parent	
Dorothy Poole	
Paul O'Brien	
Susan O'Brien	

Elimination of Commercial Vehicles on Monroe Road

Town of Hampden
106 Western Avenue
Hampden, ME

We the undersigned would like to bring your attention to the excessive commercial vehicle noise occurring on the Monroe Road in Hampden.

Article IV in the Town Ways Ordinance states: " *Engine Braking within the Town of Hampden creates unusual and excessive noise that unreasonably disturbs residents. The prohibition of such devices and methods is necessary to protect the health, safety and public welfare.*".

Recent years have brought a dramatic increase in commercial truck traffic to the Monroe Road, due in large part to these vehicles using the road as a bypass going to and from the town of Winterport, Monroe, and points beyond. This increase in activity has impacted the overall quality of life and safety for those living in the area by being subjected to the noise and speed of these commercial vehicles.

The town posted signs on the Monroe Road identify that Engine Assisted Braking Activity within the town is prohibited. Clearly these commercial vehicles pay no attention to the ordinance. These trucking companies continue to utilize these deafening engine brakes which suggests that the offenders have no interest in adhering to the ordinance or ceasing their attack on the quality of life for the residents in the area. For that reason we request that the town of Hampden endorse and put into action that all commercial truck traffic be prohibited on the Monroe Road.

Agreed upon by the following voters and residents of Hampden:

Printed Name:	Signature:
Ardelle Hallrock	Ardelle Hallrock
Richard Gushue	
Michelle Gushue	
Steve Naravska	

Elimination of Commercial Vehicles on Monroe Road

Town of Hampden
106 Western Avenue
Hampden, ME

We the undersigned would like to bring your attention to the excessive commercial vehicle noise occurring on the Monroe Road in Hampden.

Article IV in the Town Ways Ordinance states: " *Engine Braking within the Town of Hampden creates unusual and excessive noise that unreasonably disturbs residents. The prohibition of such devices and methods is necessary to protect the health, safety and public welfare.*".

Recent years have brought a dramatic increase in commercial truck traffic to the Monroe Road, due in large part to these vehicles using the road as a bypass going to and from the town of Winterport, Monroe, and points beyond. This increase in activity has impacted the overall quality of life and safety for those living in the area by being subjected to the noise and speed of these commercial vehicles.

The town posted signs on the Monroe Road identify that Engine Assisted Braking Activity within the town is prohibited. Clearly these commercial vehicles pay no attention to the ordinance. These trucking companies continue to utilize these deafening engine brakes which suggests that the offenders have no interest in adhering to the ordinance or ceasing their attack on the quality of life for the residents in the area. For that reason we request that the town of Hampden endorse and put into action that all commercial truck traffic be prohibited on the Monroe Road.

Agreed upon by the following voters and residents of Hampden:

Printed Name:	Signature:
[illegible]	[illegible]
THOMAS D TURLO	T. D. TL

Town of Hampden Meeting

Request for meeting - To bring attention to the noise, and safety issues on the Monroe Road.

Article IV of the Hampden Town Ways Ordinance Reads - "*Engine Braking within the Town of Hampden creates unusual and excessive noise that unreasonably disturbs residents. The prohibition of such devices and methods is necessary to protect the health, safety and public welfare.*".

Concern - Excessive Engine Braking Noise from Trucks on Monroe Road, as well as Excessive Truck Traffic on Monroe Road impacting the overall quality of life for residents on this road. The concerns are consistent with many residents of the road as evidenced by the 25 signatures on the accompanying petition which reads:

Video Footage - The video footage I will show the committee will clearly show the regular daily engine braking that occurs on the Monroe Road. The habitual offenders ignoring the town ordinance include:
Clisham Construction
Wellman Paving
Harriman Bros Construction
SJ Clisham
JH Foley Sand
A&M Sand and Gravel
D&D Construction
IMPORTANT TO NOTE - NONE OF THESE COMPANIES BASE THEIR OPERATIONS IN THE TOWN OF HAMPDEN AND THEREFORE CONTRIBUTE NOTHING TO THE HAMPDEN TAX BASE.
(Show Video)

Enforcement: Officer Shawn Devine with the Hampden Police force has attempted to offer assistance in placing calls to some of the offenders and outline the ordinance. My understanding in speaking with officer Devine is that he has been met with "luke warm" reception from the owners of the companies. This is evidenced in the fact that the issue continues.

Pit Location - I have followed many of these trucks up and down the Monroe Road to identify where they are going. Most often, they are going beyond the town line at Hampden/Winterport which suggests the road is being used as a bypass or shortcut.

ARTICLE III - "*Upon Designation by the Town Manager and approval of the Town Council, truck traffic may be limited or prohibited on specified roads or streets passing through residential areas within the town*". Example being the Mayo Road.

PROPOSED SOLUTION:

Proposed Solution - The solution to eliminate the noise caused by these trucks is quite simple and can be accomplished by spending zero tax payer dollars. The request I would have for the infrastructure committee and the Hampden council would be to prohibit all truck activity on the Monroe Road. The trucks using this road as a bypass still have multiple options when coming from Winterport [redacted] when heading towards Hampden, Bangor etc....

Continuing to allow trucks to use this road as a shortcut to get to and from Winterport is disruptive, and has negatively impacted the quality of life one should be afforded in living in Hampden. As a taxpayer, the residents of the Monroe Road should not be subjected to increasing repetitive truck activity at the hands of trucking companies based in adjacent towns using it as a shortcut. Let them use and abuse the roads and residents in their respective towns and give me back the opportunity to open my windows and be in my yard without fear of being forced to listen to the noise created by these vehicles.

Overall Concern - Each person that signed the petition is concerned with this issue but has voiced concerns over the motorcycle traffic and excessive speed and noise of other vehicles. Fear of allowing children or pets in the yard was a common theme.
What can be done to address these issues?

Motorcycle Issues - Title 29-A subsection 2079 - Unnecessary Noise which reads:
"Braking or acceleration may not be unnecessarily made so as to cause a harsh and objectionable noise".

C-1-a

TOWN OF HAMPDEN, MAINE
OUTDOOR FACILITIES ORDINANCE

ENACTED DATE: MONTH, XX, 2012
EFFECTIVE DATE: MONTH, XX, 2012

CERTIFIED BY: _____
Name

_____
Title Affix Seal

TOWN OF HAMPDEN, MAINE
OUTDOOR FACILITIES ORDINANCE
TABLE OF CONTENTS

ARTICLE.....PAGE
ARTICLE I. PURPOSE..... 2
ARTICLE II. AUTHORITY..... 2
ARTICLE III. APPLICABILITY..... 2
ARTICLE IV. DEFINITIONS..... 2
ARTICLE V. PROHIBITIONS..... 3
ARTICLE VI. OPERATION..... 4
ARTICLE VII. ENFORCEMENT..... 4
ARTICLE VIII. PENALTIES..... 5
ARTICLE IX. SEVERABILITY..... 5
ARTICLE X. EFFECTIVE DATE..... 5

THE TOWN OF HAMPDEN HEREBY ORDAINS THAT THE FOLLOWING ORDINANCE BE ADOPTED.

ARTICLE I.
PURPOSE

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

ARTICLE II.
AUTHORITY

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

ARTICLE III.
APPLICABILITY

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

ARTICLE IV.
DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE V.
PROHIBITIONS

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

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

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

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

5.4 Wood. No person shall cut any wood on any outdoor facility without a prior permit from the Town Forester, who shall have the discretion to deny any application for such a permit if he or she determines that the proposed activity is inconsistent with the goals of the forest management plan for the property.

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

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

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

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

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

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

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

ARTICLE VI.
OPERATION

6.1 Hours & Dates of Operation. Outdoor facilities shall be open to the public from a half hour before dawn to an hour after sunset. Outdoor facilities are open 365 days a year as weather allows. For information on reservations, which facilities are plowed during the winter, and closing times for areas with artificial lighting, please see the Recreation Department policy document "Outdoor Facilities Rules and Regulations." Snowmobiles are permitted after dark on designated trails.

ARTICLE VII.
ENFORCEMENT

7.1 Law Enforcement. Any law enforcement officer of the Town of Hampden shall have the authority to enforce the provisions of this Ordinance and revoke the permission of any individual

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

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

ARTICLE VIII.
PENALTIES

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

ARTICLE IX.
SEVERABILITY

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

ARTICLE X.
EFFECTIVE DATE

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

C-1-b

TOWN OF HAMPDEN, MAINE

ORDINANCE
EXEMPTING ELIGIBLE ACTIVE DUTY MILITARY PERSONNEL FROM VEHICLE EXCISE TAX

Section I. Authority.

This Ordinance is enacted pursuant to 36 M.R.S.A. §1483-A, which expressly authorizes such ordinances.

Section 2. Excise Tax Exemption: Qualifications.

Vehicles owned by a resident of this municipality who is on active duty serving in the United States Armed Forces and who is either permanently stationed at a military or naval post, station or base outside this State or deployed for military service for a period of more than 180 days and who desires to register that resident's vehicle(s) in this State are hereby exempted from the annual excise tax imposed pursuant to 36 M.R.S.A. §1482.

To apply for this exemption, the resident must present to the municipal excise tax collector certification from the commander of the resident's post, station or base, or from the commander's designated agent, that the resident is permanently stationed at that post, station or base or is deployed for military service for a period of more than 180 days.

For the purposes of this section, "United States Armed Forces" includes the National Guard and the Reserves of the United States Armed Forces.

For purposes of this section, "deployed for military service" has the same meaning as in 26 M.R.S.A. §814(1) (A).

For purposes of this section, "vehicle" has the same meaning as in 36 M.R.S.A. §1481(5) and does not include any snowmobiles as defined in 12 M.R.S.A. §13001.

Section 3. Effective Date: Duration.

This Ordinance shall take effect immediately upon enactment by the municipal legislative body unless otherwise provided and shall remain in effect unless and until it or 36 M.R.S.A. §1483-A is repealed.

Consent Agenda 5/7/12

Check One: ___ Initial Application
X Reappointment Application

TOWN OF HAMPDEN

APPLICATION FOR TOWN BOARDS AND COMMITTEE

C-2-a

NAME: CALIENDO, DAVID A.
LAST FIRST MI

ADDRESS: 28 CANAAN ROAD, HAMPDEN, ME 04444
STREET TOWN ZIP

MAILING ADDRESS (if different): SAME

TELEPHONE: (207) 862-3625 (207) 942-4626
HOME WORK

EMAIL: DAVID@BANGORREALESTATE.BIZ

OCCUPATION: REAL ESTATE BROKER

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: BOARD OF ASSESSMENT REVIEW

SECOND CHOICE (OPTIONAL): _____

How would your experience, education and/or occupation be a benefit to this board or committee? 15+- years as a member of the board of Assessment Review; 10+- years on the Town of Hampden Planning Board. Licensed Real Estate Broker for 18 years. Completed the State of Maine Assessor's Training Courses. Citizen of Hampden since 1965. Property owner in Hampden since 1976.

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

3 YEAR

CONSERVATION COMMITTEE
BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA HOIT MEMORIAL POOL
ECONOMIC DEVELOPMENT COMMITTEE
FRIENDS OF DOROTHEA DIX PARK
DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMITTEE
TREE BOARD

5 YEAR

PLANNING BOARD

FOR TOWN USE ONLY

Date Application Received: APR 26 2012

COUNCIL COMMITTEE ACTION: _____ DATE: _____

COUNCIL ACTION: _____ DATE: _____

_____ NEW APPT _____ REAPPOINTMENT DATE APPOINTMENT EXPIRES: _____

Rev. 12/09

C-3-a

Denise Hodsdon <c

P&D Action Items

1 message

Dean Bennett <economicdevelopment@hampdenmaine.gov> Mon, Jul 30, 2012 at 8:02 AM
To: Sue Lessard <manager@hampdenmaine.gov>
Cc: Denise Hodsdon <clerk@hampdenmaine.gov>

Sue/Denise:

Here are the results of the July 18, 2012 Planning and Development Committee.

(Finance Committee)

4. Donated Town Map – Status

An historic map has been donated to the town. It was suggested by the Committee to preserve/frame the map to be hung on the Council Chambers wall.

Committee Action: Committee requested the Town Planner obtain estimates for the framing of the document and forward the information to the Finance Committee with the Committee recommendation to frame and hang in the Council Chambers. It was further suggested that Council Funds might be used to cover the costs associated with the framing and hanging of the map. Vote 3-0.

(Council)

5. Halpern Land Dedication

In response to an offering of approximately 40 acres of land to the Town of Hampden in a letter dated May 27, 2003, the Committee took the following action:

Committee Action: The Committee approved forwarding the generous offer to the Town Council with recommendation to accept the approximately 40 acres of land from Mrs. Elizabeth M. Halpern, and with respect to her request, name the parcel of land the Nason Halpern Woods. Vote 3-0.

Note: It was further suggested that Mrs. Halpern be contacted to explore her interest in potentially conveying the portion of the land along Western Avenue and Patterson Road as well.

(FYI)

6. SAD #22 Purchase/Sale Easement

The Committee members were tasked with deciding which of the two options, provided by Jim Wilson of Woodard and Curran, they preferred in order to provide an easement over the Reeds Brook property for future expansion of sewer and water infrastructure. The Committee selected Option #1 on the map prepared by Jim Wilson. This represents the final piece of the draft purchase/sale agreement with SAD #22.

Committee Action: The Committee selected Option One (easement which closely follows the brook) of the two options presented to be provided to Tom Russell for inclusion in the Town of

Town of Hampden
Susan Lessard
Town Manager
Hampden, Maine 04444

[Click **here** and type return address]

May 27, 2003

Dear Susan:

Thank you for letting the Town Council know of my interest in giving land to the town.

This letter should formally convey my desire to give to the town of Hampden, the forty acres presently held by the town in a conservation easement. It is my hope that this may become some sort of wildlife preserve which may be enjoyed by the public for generations to come. I hope to provide an easement for a pathway to enter the area. I assume your attorney and I may work to that end.

This land was farmed by my grandfather, Charles Nason, who died in 1938. Subsequently his family, my grandmother, my mother and my aunts preserved the property, which was used primarily as haying fields.

From 1969, The Nason Farm has been known as the Nason Halpern Farm. Gordon Halpern and our children planted tiny seedlings in the hayfields. Those small trees frame the easement area. Our family has always been interested in conservation and preservation of wooded areas.

I shall be deeply honored if the town sees fit to accept my gift. It would be meaningful to me if the land might include in its name the words Nason Halpern.

Thank you for your consideration.

Please let me know of any legal documents you may need.

Sincerely,

Elizabeth M. Halpern

(Mrs.)Elizabeth M. Halpern
Box 159,
Mount Desert, Maine 04660
Tel. 244-9385

DEED OF CONSERVATION EASEMENT

THIS GRANT DEED OF CONSERVATION EASEMENT is made this 25th day of October, 1991 by Elizabeth M. Halpern, of the Town of Hampden, Penobscot County, Maine, (hereinafter referred to as the "Grantor"), in favor of the Town of Hampden, a body politic and corporate, located in Penobscot County, Maine (hereinafter referred to as the "Holder") and the State of Maine by and through its Department of Environmental Protection (hereinafter referred to as the "Third Party").

WHEREAS, this Conservation Easement is created pursuant to 33 M.R.S.A. § 476-479-B (1988); and

WHEREAS, this Conservation Easement is also created pursuant to the Internal Revenue Code of 1986 (hereinafter referred to as the "Code") at 26 U.S.C.A. § 170(h) (1)-(6), as amended; and

WHEREAS, Holder is a governmental body as defined by 33 M.R.S.A. § 476(2)(A) (1988). Holder is also a "Qualified Organization" under § 170(h)(3) of the Code because Holder is a governmental unit authorized to accept lands, easements, and buildings for the purposes of preserving and protecting natural, scenic and open space values of real property; and

WHEREAS, Grantor holds title to real property situated in Hampden, Penobscot County, Maine, being part of the land described in a deed from Gordon A. Halpern to Elizabeth M. Halpern, dated October 26, 1989, and recorded in the Penobscot County Registry of Deeds in Volume 4549, Page 026. That parcel of said real property which is burdened by this Conservation Easement is hereinafter referred to as the "protected property". The protected property is designated as Retained Land "A" in a certain Final Subdivision Plan of Grantor prepared by Civil Engineering Services, Inc., dated July 29, 1991, to be recorded in the Penobscot County Registry of Deeds, a copy of which is attached hereto and made a part hereof as Exhibit A, together with that portion of Lot 1 more fully described in Exhibit C attached hereto and made a part hereof; and

WHEREAS, the protected property consists of 43.88 acres, more or less, with frontage on the Patterson Road in two separate locations, with a mapped and marked trail crossing the protected property, utilized by snowmobile enthusiasts and cross-country skiers in the winter and by hikers in the summer and fall; and

WHEREAS, the protected property consists of a woodland area and wetlands that are important to the ecology of the area, and harbors a diversity of plant and animal life as well as a large diversity of natural features and habitat for a property of its size including woods and open space; and

WHEREAS, the protected property is an undeveloped area of land the protection of which will have a direct and positive effect upon the water quality, habitat, ecological diversity, and aesthetic values of the surrounding area as enjoyed by recreational enthusiasts utilizing the aforesaid trail; and

WHEREAS, the Town of Hampden is subject to development pressure; and

WHEREAS, this Indenture is a "qualified conservation contribution" granted in compliance with Section 170(h)(1) - (6) of the Code, and is subject to applicable regulations promulgated thereunder; and

WHEREAS, protection of the protected property will serve to encourage further efforts to preserve the rural community of Hampden and its recreational and aesthetic attributes; and

WHEREAS, any significant change in the natural, scenic, open, and wooded condition of the protected property would have a deleterious effect on the purity of the air, water, and environment in and around the protected property, and on the maintenance of the scenic and recreational attributes thereof, and as suitable habitat for indigenous flora and fauna; and

WHEREAS, the uses permitted hereunder are or shall be limited to blend with the traditional landscape as much as is possible given the nature of the permitted uses, and not to alter unnaturally the scenic landscape, nor in any way to adversely affect the wetlands located on or about the protected property; and

WHEREAS, Grantor and Holder, recognizing the uniqueness of the protected property and its scenic, recreational, aesthetic, and natural character, have the common purpose of conserving the natural values of the protected property by the conveyance of a conservation easement on, over and across the protected property, which shall benefit, protect, and conserve the natural values of the protected property, conserve the scenic, aesthetic, and ecological values of the protected property, conserve and protect the animal, plant and aquatic populations and prevent the use or development of the protected property for any purpose or in any manner that would conflict with its natural, scenic, and open condition.

NOW THEREFORE, in consideration of the facts above recited and the covenants herein contained, Grantor does hereby give, grant, bargain and convey, with quitclaim

covenant, to Holder, its successors and assigns, as an absolute and unconditional gift, forever and in perpetuity for the benefit of the general public and the protected property, a conservation easement over and upon the protected property. Furthermore, Grantor hereby conveys a third-party right of enforcement, as defined in 33 M.R.S.A. § 476(4), to the Department of Environmental Protection.

1. Purpose: It is the dominant purpose of this Conservation Easement to preserve and protect in perpetuity the natural, open space, scenic, recreational and ecological features of the protected property. In so doing, it is the purpose of this Conservation Easement to foster the continuation of responsible conservation practices, and limited recreational uses.

2. Affirmative Rights Conveyed: The affirmative rights conveyed by this easement are the following:

A. The right of Holder to identify, to preserve and to protect in perpetuity the natural, ecological, open space, aesthetic features, recreational attributes, and water quality of the protected property.

B. The right of Holder to enter upon the protected property at any time in any manner that will not unreasonably interfere with the permitted uses being made of the protected property, for the purpose of inspection and, consistent with paragraph 11 hereof, to take any action that may be necessary, with or without order of court, to remedy or abate any violation hereof. Provided, however, Holder shall give notice via certified mail, return receipt requested, to Grantor prior to taking any action and shall provide Grantor with a reasonable opportunity to remedy or abate any violation thereof.

C. The right of the protected property and its wetlands to be free of any taint, corruption, or any pollution of whatever character arising from any use by Grantor. The Grantor shall not be responsible for any taint, corruption or pollution attributable solely to third parties.

D. The right of the Holder to enforce by proceedings at law or in equity the covenants herein set forth, including the right to require the restoration of the Protected Property to its condition at the time of this grant, subject to permitted changes. Restoration shall be at the Grantor's cost unless noncompliance results from vandalism or natural causes beyond Grantor's ability to control by reasonable means.

E. The right of the Holder, by and through its agents or employees, at its sole expense, to enter upon the existing snowmobile trail as it is shown on Exhibit A-1 attached hereto, with workers and equipment for the purpose of constructing, operating, and maintaining said trail. Said right to include, consistent with the purposes of this Easement, the right to make such alterations in the surface and changes in its topography and to cut and clear such trees and vegetation as may be

reasonably necessary and incidental to the construction, operation, maintenance, and use of said trail.

F. The right of the public to enter on the trail area and to use the same for outdoor recreational purposes. Provided, however, that the use of motor powered equipment or vehicles upon the premises shall be limited to emergency vehicles, vehicles or equipment necessary for the exercise of Holder's rights under Paragraph 2(E) above, and snowmobiles when the ground is covered with snow.

3. Land Use: The protected property shall be used for limited recreational and conservation purposes only. No commercial, industrial, quarrying, or mining activities shall be permitted on the protected property except for limited tree cutting as described below. No permanent structures of any kind shall be located on the protected property. The protected property shall not be subdivided. This Conservation Easement, however, shall not be construed to limit the subdivision of real property owned by the Grantor adjacent to the protected property.

4. Surface Alterations: No filling, dumping, excavation, or alterations shall be made to the surface of the property burdened by this Easement other than that caused by the forces of nature except in connection with uses permitted hereunder and unless such alteration is approved in advance and in writing by Holder.

5. Specific Prohibitions: Without limiting the generality of the foregoing, billboards, trailers, mobile homes, prominent antenna or apparatus for telecommunications and radar, are specifically prohibited on the protected property; except however, there is retained by Grantor, her heirs and assigns, the right to post the protected property to control unauthorized use.

6. Timber Cutting and Vegetation: The destruction or removal of standing timber, plants, shrubs, or other vegetation shall not be permitted; except however, there are retained in Grantor, her heirs and assigns, the following rights:

A. The right to selectively cut and manage vegetation for safety, fire prevention, disease control, aesthetics, the provision of lumber and forest products for Grantors' personal use, non-commercial horticulture and silviculture, and forest management conducted to develop and maintain a diversity of indigenous vegetation and wildlife habitat within the Protected Property. The prohibition of commercial enterprise should not be construed to prohibit the incidental sale of forest products harvested in the exercise of Grantor's reserved rights.

B. The right to plant and maintain orchards, arbors, and decorative and fruit bearing shrubs in existing fields.

C. The right to cut trees and bushes which encroach upon fields and lawns.

7. Waste Disposal: Any construction, modification, alteration, or operation of any waste disposal system shall be done in a manner that will prevent discharge of any waste into wetlands located on or about the protected property that will in any way adversely affect the purity of said waters. The dumping of building materials and debris, abandoned equipment, parts thereof, or other toxic or nonbiodegradable waste material on the protected property is prohibited.

8. Construction: If uncertainties should arise in the interpretation of this Conservation Easement, judgment should be made in favor of conserving the protected property in its natural, traditional, and open scenic state. Nothing in this Conservation Easement shall be construed to permit any activity otherwise prohibited by the valid laws and regulations of any federal, state or local government or governmental agency having competent jurisdiction over the protected property.

9. Reserved Rights of Grantor: Except as expressly limited herein, Grantor reserves for herself, her heirs and assigns, all rights as owner of the protected property, including the right to use the protected property for all purposes consistent with this grant and to grant similar rights to other owners or future owners of portions of adjacent land currently owned by Grantor.

10. Access: Notwithstanding the public benefit intended and conveyed hereby, nothing contained herein shall be construed as affording any greater physical access to any portion of the protected property than is already enjoyed by the public or has been granted to the public under Paragraph 2 above. Holder's rights and responsibilities under this easement shall not be construed to preclude Grantor's right to grant limited public access across the protected property, provided that such access is allowed in reasonable manner that does not result in degradation of the protected property.

11. Monitoring and Enforcement Rights of Holder: Holder, its successors and assigns, may, in its discretion, make reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions contained herein. In connection with such efforts, Holder may make periodic inspections of the protected property, and for such inspection and enforcement purposes, Holder shall have the right of entry to all the protected property, after making reasonable efforts to provide prior notice to the Grantor, at any time and in any manner provided that the time and manner of such entry does not unreasonably interfere with those uses of the protected property that are permitted hereunder. Holder shall prepare and keep on file a monitoring report for each such inspection and shall make such reports, if any, available to Grantor.

Notwithstanding the foregoing, Grantors are not responsible for injury to or change in the Protected Property due to unforseen circumstances which cannot be controlled by reasonable means, such as, but not limited to, vandalism, environmental catastrophe, fire, flood, storm, and earth movement, or from any prudent action taken by Grantors under emergency conditions to prevent, abate, or mitigate significant injury to the Protected

Property resulting from such causes. Nothing herein should be construed to preclude Grantor's and Grantee's rights to recover damages from any third party for vandalism, trespass, or other violation of their respective rights in this Easement and the Protected Property.

If Holder becomes aware of noncompliance with the terms and conditions of this Conservation Easement, then Holder shall give notice to Grantor of such noncompliance via certified mail, return receipt requested, and shall provide the Grantor a reasonable opportunity to take corrective action sufficient to abate such noncompliance and to restore the protected property to its condition prior to such breach. Failure by Grantor to cause discontinuation, abatement, or such other corrective action in a reasonable period shall entitle Holder at its discretion to enter and take actions reasonably necessary to effect such correction, to bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement and to obtain injunctive relief and to recover any damages arising from such noncompliance. If such court determines that Grantor has failed to comply with this Conservation Easement, then Grantor shall reimburse Holder for any reasonable costs of enforcement, including costs of correction, court costs and reasonable attorney fees, in addition to any other payments ordered by such court. If such court determines that Grantor has substantially complied with this Conservation Easement, then Grantor shall be entitled to recovery of costs, including attorneys fees, incurred in defending against the enforcement action.

12. Rights of the Third Party: The Grantor hereby grants to the Third Party the same inspection and enforcement rights as are granted to the Holder under this easement. However the Parties hereto intend that the Holder shall be primarily responsible for the enforcement of this Easement, and that the Third Party will assume such responsibility only if the Holder shall fail to enforce it. If the Third Party shall determine that the Holder is failing in such enforcement, the Third Party may give notice of such failure to the Holder and the Grantor, and if such failure is not corrected within a reasonable time thereafter, the Third Party may exercise, in its own name and for its own account, all the rights of enforcement granted the Holder under this Easement.

13. Restoration: Grantor further intends that should any prohibited activity be undertaken on the protected property, Holder shall have the right, following notice and reasonable opportunity to cure, with or without court order to enter and restore that portion of the protected property affected by such activity to its condition prior to the undertaking of such prohibited activity. In such case, the cost of such restoration shall be borne by the party who undertook the prohibited activity. Nothing contained herein shall be construed to preclude Grantor from exhausting her legal remedies in determining whether the proposed activity to which Holder has objected is consistent with the terms of this Conservation Easement.

14. Costs and Taxes: Grantor agrees to bear all costs and responsibility of upkeep and maintenance of the Protected Property, except for the costs incurred by the Holder under

Paragraph 2(B) above. In addition, Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the protected property.

15. Grant in Perpetuity: The Conservation Easement herein granted shall be a burden upon and shall run with the protected property in perpetuity and shall bind the Grantor, her heirs and assigns forever. The restrictions contained and incorporated by reference in this Conservation Easement shall be incorporated in any subsequent deed or legal instrument by which Grantor conveys any interest (including a leasehold) in the protected property.

16. Merger: Holder and Grantor intend and acknowledge that the provisions of this Easement shall survive, in full force and effect, in the event the Protected Property is acquired by the Holder of this Easement. Survival is intended because of the perpetual nature of the restrictions and their permanent public benefit objectives. The grant to the Maine Department of Environmental Protection of a "third party right of enforcement" pursuant to 33 M.R.S.A. §§ 476 - 479-B is intended to constitute an intervening interest which would preclude merger where the Protected Property is acquired by the Holder of the Easement.

17. Subsequent Transferees: By acceptance of this Conservation Easement, Holder covenants and agrees, as real covenants running with the land in perpetuity, and not as conditions to this Conservation Easement or as restraints on alienability, (1) that it will hold this conservation easement in perpetuity for conservation purposes; (2) that it will not transfer said conservation easement, except to an entity which, as a condition precedent to such transfer, agrees to carry out the conservation purposes of this Easement and who, at the time of the transfer, meets the eligibility requirements of U.S. Treasury Regulations at Title 26 C.F.R. Section 1.170A-14(c)(2), and Title 33, Maine Revised Statutes Annotated, Section 476(2), or successor provisions.

18. Estoppel Certificates: Holder shall, at the time of execution of this conservation Easement and from time to time thereafter, within thirty (30) days after Grantor's written request, execute, acknowledge, and deliver to Grantor a written certificate in the form attached as Exhibit B stating that, to the best of Holder's knowledge, Grantor is in compliance with the terms and conditions of this Easement, or if Grantor is not in compliance with this Easement, stating what violations of this Easement exist to Holder's knowledge. Grantor agrees to make such request only for reasonable cause and at Grantor's expense, including the Holder's reasonable costs in making inspections as necessary to the preparation of the certificate.

Grantor, and any party requesting or requiring an estoppel certificate of the Grantor, shall be entitled to rely upon an estoppel certificate stating "to the best of Holder's knowledge" as sufficient evidence that Grantor is in compliance with the terms and conditions of this Easement. However, it is understood that such a certificate can be relied upon only as to specific observations made of conditions which were visible to the inspector.

Provided the Protected Property is then in compliance with the terms of this Conservation Easement, a person's obligation hereunder as Grantor or successor owner will cease, with respect to the Protected Property (or any portion thereof), if and when such person ceases to have any present, partial, contingent, collateral or future interest in the Protected Property. Responsibility for breaches of this Easement which occur prior to transfer of title will survive such transfer.

19. Amendment: Grantor and Holder recognize that circumstances could arise which would justify modification of certain of the restrictions contained in this Conservation Easement. To this end, Grantor and Holder, by agreement in writing signed by both parties, shall have the right to agree to an amendment of this Easement, without prior notice to any party, provided that such amendment furthers or is not inconsistent with the purpose of this Easement to protect and preserve the scenic and natural values of the protected property. Such amendment shall become effective upon recording at the Penobscot County Registry of Deeds. Notwithstanding the foregoing, the Holder and Grantor shall have no right or power to agree to any amendments that would result in termination of this Conservation Easement or that would cause it to fail to qualify as a valid easement under Title 33 M.R.S.A. § 476 et seq., the Uniform Conservation Easement Act of the State of Maine, or any regulations issued pursuant thereto.

20. Miscellaneous:

A. The term "Grantor", whenever used herein, and any pronouns in place thereof, shall mean and include, unless repugnant to the context, the successors, assigns, and all persons hereafter claiming by, under or through said Grantor whether or not such persons signed this Conservation Easement or had an interest in the protected property on the execution date of this Conservation Easement. The term "Holder", whenever used herein, and any pronouns used in place thereof, shall mean and include, unless repugnant to the context, the above named "Holder" and its representatives, successors and assigns.

B. If any provisions of this easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

C. Should it be necessary for Holder to provide notice to Grantor in connection with any matter relating to this Easement, notice to the record owner or owners, who are of full age and competent, of a majority interest in the Protected Property, shall be deemed notice to all the owners of the Protected Property. In the event that the Protected Property is owned by a partnership, trust or corporate entity, notice to one general partner, the trustee or registered agent, shall be deemed notice to all owners. Any consent, agreement or approval made in writing by the person or persons to

whom notice is required as aforesaid shall be deemed the consent, agreement or approval of Grantor and shall be deemed binding on all owners of the Protected Property.

D. Grantor agrees to notify Holder in writing before exercising any reserved right, the exercise of which may have an adverse impact on the conservation interests associated with this easement.

E. Grantor and Holder agree that the donation of this conservation easement creates a property right which vests immediately in Holder and which, for the purpose of this paragraph, has a fair market value equal to the amount by which the fair market value of the unrestricted protected property, on the date of the execution of this conservation easement, is reduced by the restrictions imposed by this conservation easement. If this conservation easement is extinguished by judicial decree or the powers of eminent domain and Grantor thereafter sells, exchanges, or receives payment for any interest in the then unrestricted protected property, Holder shall be entitled to a portion of the proceeds of such sale, exchange, or involuntary conversion, at least equal to the proportion that the value of this Conservation Easement, as calculated above, bore to the value of the unrestricted protected property on the date of the execution of this Conservation Easement. Such proceeds shall be used by Holder solely for its conservation purposes.

F. Notwithstanding the provisions of paragraph 19(E), the parties agree that, for purposes of property taxation, the assessed value of the Protected Property shall be determined in accordance with Maine law.

TO HAVE AND TO HOLD the said Conservation Easement unto the said Holder and its successors and assigns forever and the said Third Party Rights unto the said Third Party and its successors and assigns forever.

IN WITNESS WHEREOF, the said Grantor, Elizabeth M. Halpern, has hereunto set her hand and seal this 25th day of October, 1991.

Witness:

Janis A. Hill

Elizabeth M. Halpern
Elizabeth M. Halpern

The above and foregoing Conservation Easement was authorized to be accepted by the Hampden Town Council at its regularly conducted meeting on October 7 1991, and the Town of Hampden, Maine, does hereby accept the foregoing Conservation Easement, by and through Marie G. Baker, its Town Manger, hereunto duly authorized, this 30th day of October, 1991.

TOWN OF HAMPDEN

By Marie G. Baker
Marie G. Baker, Town Manager

State of Maine

Penobscot County

October 25, 1991

Then personally appeared the above-named Grantor, Elizabeth M. Halpern, and acknowledged before me the foregoing instrument to be her free act and deed.

Janis A. Hill
Notary Public/Attorney at Law

SEAL

Print or type name as signed

JANIS A. HILL
NOTARY PUBLIC, MAINE
My Commission Expires May 18, 1995

State of Maine

Penobscot County

Oct. 30, 1991

Then personally appeared Marie G. Baker, the authorized representative of the above-named Holder, Town of Hampden, Maine, and acknowledged before me the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Holder.

Virginia C. Blanchard
Notary Public/Attorney at Law

VIRGINIA C. BLANCHARD
NOTARY PUBLIC, MAINE
My Commission Expires November 1, 1992

Virginia C. Blanchard
Print or type name as signed

SEAL

The third party rights of enforcement granted under the above and foregoing Conservation Easement, pursuant to title 33 M.R.S.A. §§ 476 et seq., were authorized to be accepted by the State of Maine Department of Environmental Protection by Debrah Richard, its Deputy Commissioner, hereunto duly authorized and the said Debrah Richard does hereby accept the foregoing Conservation Easement this 31 day of October, 1991.

STATE OF MAINE
DEPT. OF ENVIRONMENTAL PROTECTION

By Debrah Richard
Its Deputy Commissioner

State of Maine

Penobscot County

October 31, 1991

Then personally appeared Debrah Richard, Deputy Commissioner, of State of Maine, Department of Environmental Protection, and acknowledged before me the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of the State of Maine, Department of Environmental Protection.

Mark T. Margerum
Notary Public/Attorney at Law

Mark T. Margerum
Print or type name as signed

EXHIBIT A
HALPERN SUBDIVISION

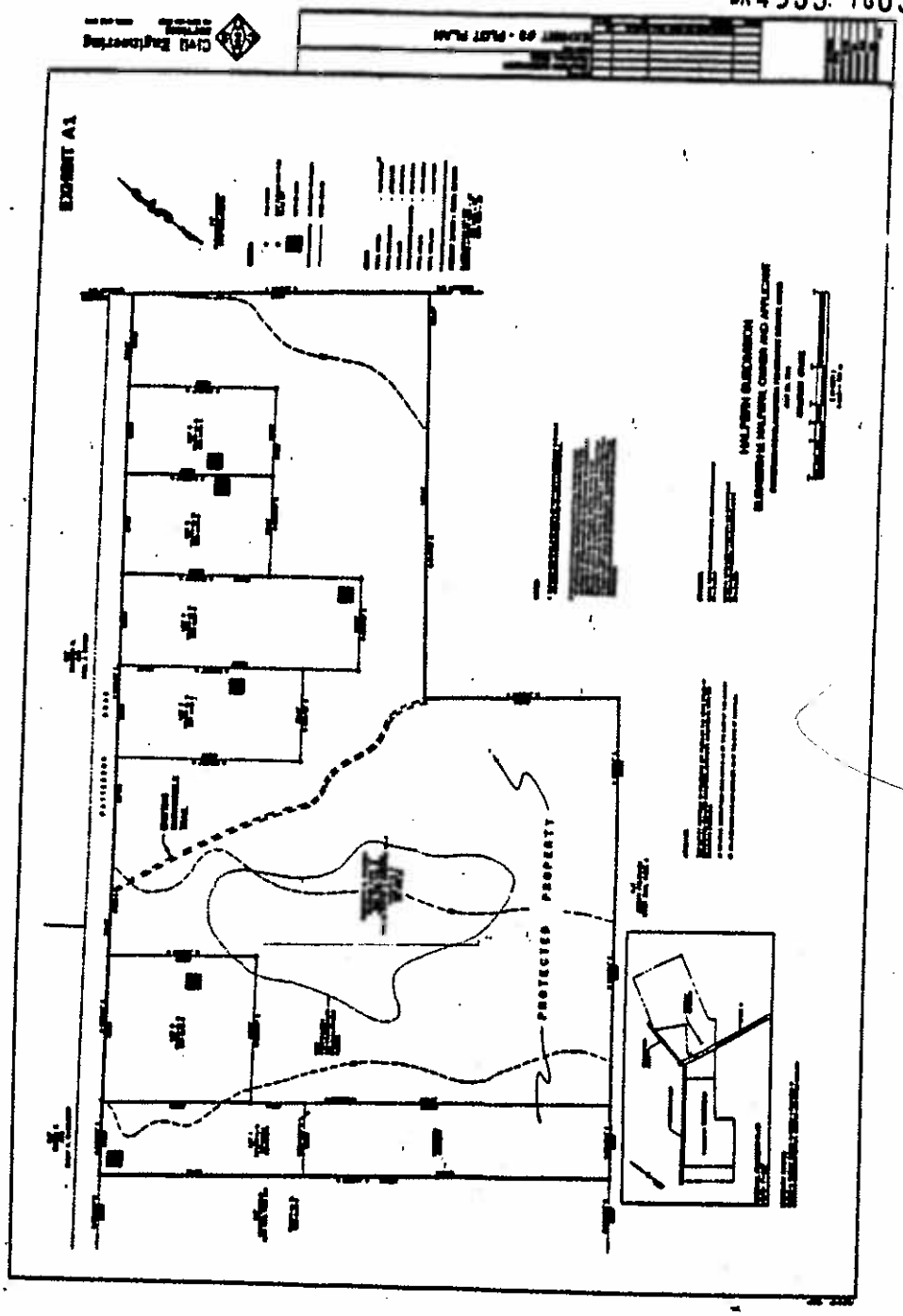


EXHIBIT A1
PROTECTED PROPERTY

Exhibit B

ESTOPPEL CERTIFICATE

The Town of Hampden, Maine, acting by and through Marie G. Baker, its Town Manager, as Holder of a Conservation Easement given by Elizabeth M. Halpern of substantially even date to be recorded herewith, hereby certifies that, to the best of its knowledge, Elizabeth M. Halpern is, as of the date of this certificate, in full compliance with the terms and conditions of said Conservation Easement.

DATED:

Town of Hampden, Maine, by its
Town Manager

Witness:

Paula M. Newcomb

By: Marie G. Baker
Marie G. Baker
Hampden Town Manager

State of Maine

Penobscot County

Oct. 30, 1991

Then personally appeared Marie G. Baker, the authorized representative of the above-named Holder, Town of Hampden, Maine, and acknowledged before me the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said Holder.

Virginia C. Blanchard
Notary Public/Attorney at Law

SEAL

Virginia C. Blanchard
Print or type name as signed

VIRGINIA C. BLANCHARD
NOTARY PUBLIC, MAINE
My Commission Expires November 1, 1996

Exhibit C

PROPERTY DESCRIPTION

A portion of Lot 1 depicted on a Final Subdivision Plan of Grantor entitled "Halpern Subdivision" and prepared by Civil Engineering Services, Inc., dated July 29, 1991, to be recorded in the Penobscot Registry of Deeds, which portion is described as follows:

Beginning at a pin located on the southeast corner of property, now or formerly, of Gustave Ruhrold more fully described in a deed recorded in the Penobscot County Registry of Deeds, Book 4759, Page 208, and the northerly boundary of property, now or formerly, of Joseph Poltrack, more fully described in a deed recorded in the Penobscot County Registry of Deeds, Book 3164, Page 6, thence: North thirty-eight degrees two minutes eleven seconds West (N 38° 02' 11" W) by and along the easterly sideline of property now or formerly owned by Gustave Ruhrold a distance of eight hundred twenty-five and no tenths feet (825.0'); thence North fifty-two degrees forty-two minutes fifty-three seconds East (N 52° 42' 53" E) a distance of one hundred ninety-nine and eighty-eight hundredths feet (199.88'); thence South thirty-eight degrees two minutes eleven seconds East (S 38° 02' 11" E) a distance of eight hundred twenty-five and no tenths feet (825.0'); thence South fifty-two degrees forty-two minutes fifty-three seconds West (S 52° 42' 53" W) a distance of one hundred ninety-nine and eighty-eight hundredths feet (199.88') to the point of beginning. The above described parcel containing a calculated area of 3.79 acres more or less.

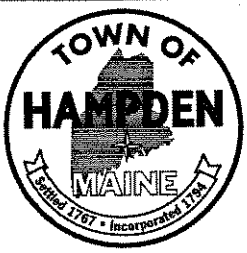
PENOBSCOT, ss REC'D
91 NOV -1 PM 12:30
ATTEST:
REGISTER

C:\01132\RLH\MISC\HALPERNB

Mitchell & Stearns

C-4-a

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (20
Fax: (207)
email: ham

CERTIFICATE OF COMMITMENT OF SEWER USER RATES

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

We, the undersigned municipal officers of the municipality of Hampden, Maine hereby certify and commit to you a true list of the sewer rates established by us pursuant to 30-A M.R.S.A §3406 for those properties, units, and structures required by local and state law to pay a sewer rate to the municipality, for the period beginning 04/01/12 and ending 06/30/12. This list is comprised of the pages numbered 1 to 1 inclusive which are attached to this certificate. The date(s) on which the rates included in this list are due and payable is (are) 08/30/12. You are hereby required to collect from each person named in the attached list his or her respective amount as indicated in the list, the sum total of those lists being $136,083.40. You are hereby required to charge interest at a rate of 7 % per annum on any unpaid account balance beginning 08/31/12. You are hereby authorized to collect these rates and any accrued interest by any means legally available to you under State law. On or before 10/2012 you shall complete and make an account of your collections of the whole sum herein committed to you.

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

_____ _____

_____ _____

_____ _____

_____

Municipal Officers of the Town of Hampden, Maine

C-4-b-1

TOWN OF HAMPDEN

TOWN CLERK'S OFFICE

COMMENTS ON:

Date of Council Action: 8/20/2012

Public Hearing: Yes_____ No X

[ ] Application for Liquor License

[ ] Application for Victualer's License

[ ] Application for Off-premises Catering

[X] Application for Outdoor Wood-burning Furnace License

NAME: Richard Golding
~~Business~~ Name Individual

ADDRESS: 156 Mayo Rd. PHONE: 862-3587

MAP/LOT: Map 30, Lot 26 DATE: 7/30/2012

DEPARTMENT REPORT:

Appears to comply with the Town of Hampden Outdoor Wood Boiler Annual Licensing Ordinance.

DATE: 7/26/12 BY: _____
Title: Fire/Building Inspector

BY: _____
Title: Code Enforcement Officer

TOWN OF HAMPDEN

OUTDOOR WOOD-FIRED BOILER ANNUAL LICENSE APPLICATION

INSPECTION REQUIRED

Application Date: 7/16/12

Property Information:

Property Owner's Name: Richard A. Golding

Phone #: ~~862-3587~~

Street Address: 156 Mayo Road

Mailing Address: Same

☒ **If this is a renewal and there have been no changes since last license was issued, please check here and sign, date and return form to Town Office. No further information is required.**

Last license issued: 8/17/2011

Zoning District: _____ **(not permitted in Resource Protection District)**

Lot Size: _____ ☐**Acres** ☐**Square Feet (3 acre min. lot size)**

Outdoor Wood-fired Boiler Setback to Nearest Property Line: _____ **feet (150 ft. min.)**

Distance to Nearest Residential Structure: _____ **feet (200 ft. min.)**

Assessor's Tax Map: 30 **and Lot:** 26

1. Please complete plot plan (see other side) drawn to scale showing the location of the outdoor wood-fired boiler in relation to property lines and existing structures.

2. Please include installation instructions provided by Manufacturer.

☐ I have received a copy of the ***Town of Hampden Fire Prevention Code***
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not obtain the permit required by section F-308.3.1 of said ordinance.

☐ I have received a copy of the ***Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance***
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not comply with sections 4.2, 4.3, and 4.4 except that the units shall not be made any more non-conforming.

☐ I have received a copy of DEP ***Chapter 150: Control of Emissions From Outdoor Wood Boilers*** QUESTIONS: PLEASE CALL DEP: 287-2437

I hereby agree to operate my outdoor wood-fired boiler in accordance with the *Town of Hampden Fire Prevention Code* and the *Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance.* I also acknowledge my responsibility to renew my license annually.

Owner Signature: Richard A. Golding Jr **Date** 7-12-12

Hampden Town Council Action: ☐Approved ☐Denied Date: _____

Town Clerk Signature: _____ Date _____

***This License Expires:** _____
Date

C-4-b-2

TOWN OF HAMPDEN

TOWN CLERK'S OFFICE

COMMENTS ON:

Date of Council Action: 8/20/2010

Public Hearing: Yes_____ No X

[ ] Application for Liquor License

[ ] Application for Victualer's License

[ ] Application for Off-premises Catering

[X] Application for Outdoor Wood-burning Furnace License

NAME: Rodney W. Stanhope
~~Business~~ Name Individual

ADDRESS: 540 Western Ave. PHONE: 862-3463

MAP/LOT: Map 8, Lot 26 DATE: _____

DEPARTMENT REPORT:

Appears to comply with Town of Hampden Outdoor Wood Boiler Annual Licensing Ordinance

DATE: 7/26/12 BY: _____
Title: Fire / Building Inspector

BY: _____
Title: Code Enforcement Officer

TOWN OF HAMPDEN

OUTDOOR WOOD-FIRED BOILER ANNUAL LICENSE APPLICATION

INSPECTION REQUIRED

Application Date: _____

Property Information:

Property Owner's Name: Rodney W. Stanhope

Phone #: 862-3463

Street Address: 540 Western Avenue

Mailing Address: Same

_____

☒ **If this is a renewal and there have been no changes since last license was issued, please check here and sign, date and return form to Town Office. No further information is required.**

Last license issued: 8/17/2011

Zoning District: _____ **(not permitted in Resource Protection District)**

Lot Size: _____ ☐ **Acres** ☐ **Square Feet (3 acre min. lot size)**

Outdoor Wood-fired Boiler Setback to Nearest Property Line: _____ **feet (150 ft. min.)**

Distance to Nearest Residential Structure: _____ **feet (200 ft. min.)**

Assessor's Tax Map: 8 **and Lot:** 26

1. Please complete plot plan (see other side) drawn to scale showing the location of the outdoor wood-fired boiler in relation to property lines and existing structures.

2. Please include installation instructions provided by Manufacturer.

☐ I have received a copy of the ***Town of Hampden Fire Prevention Code***
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not obtain the permit required by section F-308.3.1 of said ordinance.

☐ I have received a copy of the ***Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance***
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not comply with sections 4.2, 4.3, and 4.4 except that the units shall not be made any more non-conforming.

☐ I have received a copy of DEP ***Chapter 150: Control of Emissions From Outdoor Wood Boilers*** QUESTIONS: PLEASE CALL DEP: 287-2437

I hereby agree to operate my outdoor wood-fired boiler in accordance with the *Town of Hampden Fire Prevention Code* and the *Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance.* I also acknowledge my responsibility to renew my license annually.

Owner Signature: Rodney W. Stanhope **Date** 7/8/2015

Hampden Town Council Action: ☐ Approved ☐ Denied Date: _____

Town Clerk Signature: _____ Date _____

This License Expires: _____
Date

C-4-b-3

TOWN OF HAMPDEN

TOWN CLERK'S OFFICE

COMMENTS ON:

Date of Council Action: 8/20/2012

Public Hearing: Yes_____ No X

[ ] Application for Liquor License

[ ] Application for Victualer's License

[ ] Application for Off-premises Catering

[X] Application for Outdoor Wood-burning Furnace License

NAME: Scott Stanhope
~~Business~~ Name Individual

ADDRESS: 99 Emerson Mill Rd. PHONE: 862-2047

MAP/LOT: Map 8, Lot 38C DATE: 7/9/2012

DEPARTMENT REPORT:

Appears to comply with the Town of Hampden Outdoor Wood Boiler Annual Licensing Ordinance

DATE: 7/11/12 BY: _____
Title: CODE ENFORCEMENT OFFICER

BY: _____
Title: FIRE/BUILDING INSPECTOR

TOWN OF HAMPDEN

OUTDOOR WOOD-FIRED BOILER ANNUAL LICENSE APPLICATION

INSPECTION REQUIRED

Application Date: _____

Property Information:

Property Owner's Name: Scott Stanhope

Phone #: 862-2047

Street Address: 99 Emerson Mill Road

Mailing Address: Same

_____

☒ **If this is a renewal and there have been no changes since last license was issued, please check here and sign, date and return form to Town Office. No further information is required.**

Last license issued: 8/17/2011

Zoning District: _____ **(not permitted in Resource Protection District)**

Lot Size: _____ ☐ **Acres** ☐ **Square Feet (3 acre min. lot size)**

Outdoor Wood-fired Boiler Setback to Nearest Property Line: _____ **feet (150 ft. min.)**

Distance to Nearest Residential Structure: _____ **feet (200 ft. min.)**

Assessor's Tax Map: 8 **and Lot:** 38C

1. Please complete plot plan (see other side) drawn to scale showing the location of the outdoor wood-fired boiler in relation to property lines and existing structures.

2. Please include installation instructions provided by Manufacturer.

☐ I have received a copy of the ***Town of Hampden Fire Prevention Code***
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not obtain the permit required by section F-308.3.1 of said ordinance.

☐ I have received a copy of the ***Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance***
→ Outdoor wood-fired boilers in place as of the effective date of this ordinance need not comply with sections 4.2, 4.3, and 4.4 except that the units shall not be made any more non-conforming.

☐ I have received a copy of DEP ***Chapter 150: Control of Emissions From Outdoor Wood Boilers*** QUESTIONS: PLEASE CALL DEP: 287-2437

I hereby agree to operate my outdoor wood-fired boiler in accordance with the *Town of Hampden Fire Prevention Code* and the *Town of Hampden Outdoor Wood-Fired Boiler Annual Licensing Ordinance.* I also acknowledge my responsibility to renew my license annually.

Owner Signature: Scott Stanhope **Date** 7/5/12

Hampden Town Council Action: ☐ Approved ☐ Denied Date: _____

Town Clerk Signature: _____ Date _____

This License Expires: _____
Date

C-4-c

TOWN OF HAMPDEN

TOWN CLERK'S OFFICE

COMMENTS ON:

Date of Council Action: 8/6/2012

Public Hearing: Yes_____ No X

[ ] Application for Liquor License

[X] Application for Victualer's License

[ ] Application for Off-premises Catering

[ ] Application for Outdoor Wood-burning Furnace License

NAME: Highlands Corner Market (Business Name) Renee & Frank Clark (Individual)

ADDRESS: 557 Kennebec Rd. PHONE: 862-3747

MAP/LOT: Map 5, Lot 89 DATE: 7/10/2012

DEPARTMENT REPORT:

Appears to comply with the Town of Hampden Victualer's Ordinance.

DATE: 7/11/12 BY: _____ Title: Code Enforcement Officer

BY: _____ Title: Fire/Building Inspector

TOWN OF HAMPDEN, MAINE

APPLICATION FOR VICTUALER'S LICENSE

DATE: 07/05/2012 PHONE NUMBER: 207 862 3747

NAME(S): Renee + Frank Clark

ADDRESS: 557 Kennebec Rd

NAME OF BUSINESS: Highlands Corner Market

LOCATION OF BUSINESS: 557 Kennebec Rd Hampden

SIGNATURE: Renee Clark Frank Clark

****

(FOR TOWN USE ONLY)

*This facility has been inspected and meets ordinance criteria.

Code Enforcement Officer

Fire Inspector/Building Inspector

*All sewer user fees and personal property taxes are paid in full to date.

Tax Collector

Town Treasurer

****

Please return completed form to: **Town Clerk**
Town of Hampden
106 Western Avenue
Hampden, ME 04444

LICENSE FEE: $50.00 Date Received/Fee Paid: $50.00 JUL 10 201

C-4-d

TOWN OF HAMPDEN

TOWN CLERK'S OFFICE

COMMENTS ON:

Date of Council Action: 8/6/2012

Public Hearing: Yes____ No X

[ ] Application for Liquor License

[X] Application for Victualer's License

[ ] Application for Off-premises Catering

[ ] Application for Outdoor Wood-burning Furnace License

NAME: Hampden Country Club (Business Name) Keith Gamble (Individual)

ADDRESS: 25 Thomas Rd. PHONE: 862-9999

MAP/LOT: Map 7, Lot 51 DATE: 7/19/2012

DEPARTMENT REPORT:

DATE: _____ BY: _____
Title:

BY: _____
Title:

TOWN OF HAMPDEN, MAINE

APPLICATION FOR VICTUALER'S LICENSE

DATE: 7-19-12 PHONE NUMBER: 862-9999

NAME(S): Keith D. Gamble

ADDRESS: 25 Thomas Rd

NAME OF BUSINESS: Hampden Country Club

LOCATION OF BUSINESS: Same

SIGNATURE: Keith D Gamble

****

(FOR TOWN USE ONLY)

*This facility has been inspected and meets ordinance criteria.

Code Enforcement Officer

Fire Inspector/Building Inspector

*All sewer user fees and personal property taxes are paid in full to date.

Cheryl M Johnson
Tax Collector

Susan M Lessard
Town Treasurer

****

Please return completed form to: **Town Clerk**
Town of Hampden
106 Western Avenue
Hampden, ME 04444

LICENSE FEE: $50.00 Date Received/Fee Paid: 7/19/2012 / $50-

C-4-e

TOWN OF HAMPDEN

DEPARTMENT OF PUBLIC WORKS

106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-3337 FAX 862-3910

July 20, 2012

To: Sue Lessard
From: Chip Swan
Subject: 2012 LOADER/BACKHOE BID

Bids were publicly opened on JULY 19th at 10:00am for a 2012 Loader/Backhoe. The bid results are as follows:

SEE ATTACHED SHEETS

There was a flaw on the bid sheet. Line #7 should have read line 3 minus line 6. The mistake had no bearing on the bid outcome. Milton Cat's net bid should have been $68,900

As you can see the bidding was competitive. Nortrax Net bid was $63,000.00. They added an option for a Guaranteed Buy - Back using 4000/Hrs for $48,800.00. This would save an additional $3200.00. The The total cost life cycle would be $52,200.

I would recommend awarding the purchase of a 2012 John Deere 310SK to Nortrax for the net bid amount of $63,000.00

Chip Swan, PWD

TOWN OF HAMPDEN
PUBLIC WORKS DEPARTMENT
DIESEL BACKHOE/LOADER
BID SHEET

July 19, 2012
10:00 AM

BIDDER	BID AMOUNT	GUARANTEED MAXIMUM TOTAL REPAIR	SUB-TOTAL	GUARANTEED BUY-BACK	TOTAL COST BID "LIFE CYCLE"	TRADE-IN	NET BID
MILTON CAT	97,000.00	5,900.00	102,900.00	28,000.00	74,900.00	34,000.00	68,900 ~~60,000.00~~
NORTRAX	101,000.00	0.00	101,000.00	45,600.00	55,400.00	38,000.00	63,000.00

Nortrax option Guaranteed buy-back 4000/hrs $48,800
Total Cost bid "Life Cycle" $52,200.00

BID FORM
2012 DIESEL BACKHOE/LOADER

ITEM BID:	BID AMOUNT
1. BACKHOE/LOADER – Manufacturer, Model & Year	$ _____
2. Plus Guaranteed Maximum total cost of repairs for 5 years or 5000 hours	$ _____
3. **SUBTOTAL, Line 1 plus line 2**	$ _____
4. Guaranteed buyback amount at end of 5 years or 6000 hours.	$ _____
5. **Total Cost Bid "Life Cycle" Bid Amount:** (Line 3 minus line 4)	$ _____
6. Trade – In (2007 J.D. 310J)	$ _____
7. Net Bid Amount with Trade-In (Line 1 minus line 6)	$ _____

Vendor: _____

Address: _____

Signed: _____

_____

Telephone Number: _____ Date: _____

Earliest Delivery _____ Days after Receipt of Order.

Vendor Sales Terms: _____

BID FORM
2012 DIESEL BACKHOE/LOADER

ITEM BID: John Deere, 310SK, 2012	BID AMOUNT
1. BACKHOE/LOADER – Manufacturer, Model & Year	$ 101,000
2. Plus Guaranteed Maximum total cost of repairs for 5 years or 5000 hours	$ 0
3. **SUBTOTAL, Line 1 plus line 2**	$ 101,000
* 4. Guaranteed buyback amount at end of 5 years or 6000 hours.	$ 45,600
5. **Total Cost Bid "Life Cycle" Bid Amount:** (Line 3 minus line 4)	$ 55,400
6. Trade – In (2007 J.D. 310J)	$ 38,000
7. Net Bid Amount with Trade-In (Line 5 minus line 6)	$ 63,000

Vendor: Nortrax

Address: 34 Page Road, Hermon ME 04401

Signed: [signature]

Telephone Number: 848-8471 Date: 7/19/2012

Earliest Delivery 45 Days after Receipt of Order.

Vendor Sales Terms: Net 30 / Lease OPTIONS

* Optional Buy Back Term.
5 year / 4000 hours. $48,800

BID FORM
2012 DIESEL BACKHOE/LOADER

Option 2

ITEM BID: 2012 CATERPILLAR 420E ST	BID AMOUNT
1. BACKHOE/LOADER – Manufacturer, Model & Year	$ 97,000
2. Plus Guaranteed Maximum total cost of repairs for 5 years or 5000 hours	$ 5,900
3. **SUBTOTAL, Line 1 plus line 2**	$ 102,900
4. Guaranteed buyback amount at end of 5 years or 6000 hours.	$ 28,000
5. **Total Cost Bid "Life Cycle" Bid Amount:** (Line 3 minus line 4)	$ 74,900
6. Trade – In (2007 J.D. 310J)	$ 34,000
7. Net Bid Amount with Trade-In (Line 5 minus line 6)	$ 63,000

Vendor: Milton Cat

Address: 79 Robertson Blvd.
Brewer, ME 04412

Signed: Allen Vigue

Allen Vigue Sales Rep

Telephone Number: 207 991-4779 Date: 7/12/12

Earliest Delivery 30 Days after Receipt of Order.

Vendor Sales Terms: _____

TOWN OF HAMPDEN
PUBLIC WORKS DEPARTMENT
DIESEL BACKHOE/LOADER
BID SHEET

July 19, 2012
10:00 AM

BIDDER	BID AMOUNT	GUARANTEED MAXIMUM TOTAL REPAIR	SUB-TOTAL	GUARANTEED BUY-BACK	TOTAL COST BID "LIFE CYCLE"	TRADE-IN	NET BID
MILTON CAT	97,000.00	5,900.00	102,900.00	28,000.00	74,900.00	34,000.00	63,000.00
NORTRAX	101,000.00	0.00	101,000.00	45,600.00	55,400.00	38,000.00	63,000.00

C-4-F

Susan Lessard <manager@hampd

Town Manager- Treasurer Item for council agenda

Kristen Hornbrook <hornbrooktowncouncil@hampdenmaine.gov> Wed, Jul 18, 2012 at 11:30 AM

To: Susan Lessard <manager@hampdenmaine.gov>
Cc: Andre Cushing <andrec@roadrunner.com>, Denise <clerk@hampdenmaine.gov>, Janet Hughes <hughestowncouncil@hampdenmaine.gov>, Jean Lawlis <lawlistowncouncil@hampdenmaine.gov>, Jeremy Williams <jeremy@renegadeair.com>, Jeremy Williams <williamstowncouncil@hampdenmaine.gov>, Shelby Wright <wrighttowncouncil@gmail.com>, "Thomas A. Russell" <tar@frrlegal.com>, Tom Brann <branntowncouncil@hampdenmaine.gov>, Lisa Carter <lisafsa@aol.com>

Good morning Susan,

I look forward to this discussion on August 6th.
I was unable to find the answer to the original question in the information that was forwarded on this subject.
I wonder if you could just answer for residents, was there an Internal Controls Audit done in Hampden, and if so, when was the last one done?
Thank you.

Please also add a discussion of the powers and duties of the Council & Council Chair to the next agenda for August 6th.
Thank you,
Councilor Kristen Hornbrook
On Thu, Jul 12, 2012 at 3:04 PM, Susan Lessard <manager@hampdenmaine.gov> wrote:
[Quoted text hidden]