

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday, June 13, 2016

6:00 p.m.

Hampden Town Office

1. Meeting Minutes – May 16th, 2016
 2. Review & Sign Warrants
 3. Old Business
 - a. Status of Dangerous Building Order issued by Town Council on April 19, 2016 for property located at 758 North Main Street.
 - b. Update on DEP/Chevron consent decree
 4. New Business
 - a. Appointment of Peter Neal as Harbor Master – *referral from Planning & Development Committee*
 - b. Designation of one or more members of Council to participate in Town Planner interview process
 - c. Request for authorization to use Information Technology reserve funds in the amount of \$3,295.00 for the GIS Trimble unit

Starting at 6:30 PM:

 - d. Storm Water workshop – *Phil Ruck, P.E., Stillwater Environmental Engineering, Inc.*
 5. Public Comment
 6. Committee Member Comments
-

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday, May 16, 2016

MINUTES – DRAFT

Hampden Town Office

Attending:

<i>Mayor David Ryder</i>	<i>Councilor Terry McAvoy</i>
<i>Councilor Greg Sirois, Chair</i>	<i>Councilor Dennis Marble</i>
<i>Councilor Ivan McPike</i>	<i>Councilor Stephen Wilde</i>
<i>Councilor Mark Cormier</i>	<i>Town Manager Angus Jennings</i>

Chairman Sirois called the meeting to order at 6:30 p.m.

1. **Meeting Minutes – May 2nd, 2016** – *There was a motion and a second to approve the May 2, 2016 minutes as written. Approved 7-0.*
2. **Review & Sign Warrants** – *Warrants were reviewed and signed by Committee members.*
3. **Old Business**
 - a. **Status of Dangerous Building Order from April 4th, 2016 Town Council Public Hearing** – *Manager Jennings reported that, since the Town Council issued its Order on April 4, the building owner has not submitted an application for building permit as had been required on or before May 4. Despite follow-up correspondence from Town personnel to the building owner, no information has been submitted regarding whether a structural engineer has been consulted. Members of the Committee noted that the building roof appears to be crooked, and that cribbing is sitting on the ground beside the foundation. Manager Jennings reported that the Town Attorney has advised that the Council table this matter until the Code Enforcement Officer is able to be present. (He was unable to attend tonight's Council meeting). Councilor McAvoy asked whether, if the Town were to take action costing money and then placed an assessment on the property as allowed under the Dangerous Buildings statute, the property would be liened. Councilor Marble referred to the intent of the statute to ensure public safety, and said that he thought that required both keeping people out of the building's open foundation and keeping the building*

from falling down. The Committee agreed that it would recommend that the Council table this matter until the next meeting, with the expectation that both the Code Enforcement Officer and the building owner would be present.

4. New Business

- a. Request for Municipal Building reserve funds in the amount of \$550.00 to replace garage door opener** – *Manager Jennings summarized the request from Chief Rogers and reported on the current balance in the Municipal Building reserve fund. Motion by Councilor Marble seconded by Mayor Ryder to recommend Council approval of the requested expenditure. Motion approved 7-0.*
- b. Request for Marina reserve funds in the amount of up to \$4,000.00 for channel markers, no wake buoys, mooring equipment** – *Manager Jennings summarized the proposed work to purchase and install channel markers, no wake buoys and mooring equipment in compliance with the Harbor Ordinance. He presented an updated, reduced cost estimate prepared with the support of Peter Neal. He also reported on the current balance in the Marina reserve fund. Motion by Councilor Marble seconded by Councilor McAvoy to recommend Council approval of up to \$1,600 from the Marina reserve fund. Motion approved 7-0.*
- c. Request for Streets/Roads reserve funds in the amount of up to \$59,213.00 for 2016 paving projects** – *Manager Jennings summarized the request from DPW Director Currier and reported on the current balance in the Streets and Roads reserve fund. There was discussion about the relatively low cost of paving this season, and acknowledgement of Director Currier's advice that each dollar toward paving this season would go further than it would have in the past (or might in the future) due to lower costs. Motion by Councilor Marble seconded by Councilor McAvoy to recommend Council approval of the requested expenditure, which represents the entire balance of the reserve fund. Motion approved 7-0.*

5. Public Comment – *None.*

6. Committee Member Comments – *None.*

There being no further business, the meeting was adjourned at 6:52 p.m.

Respectfully submitted –
Angus Jennings, Town Manager



Plymouth Engineering, Inc.

P.O. Box 46 - 30 Lower Detroit Road
Plymouth, Maine 04969
info@plymouthengineering.com
tel: (207) 257-2071 fax: (207) 257-2130

Finance
3-a

April 13, 2016

Butler's Auto Body
691 Main Road North
Hampden, ME 04444

RE: 758 Main Road North, Hampden Foundation

Dear Mr. Butler,

You and I met to review the property at 758 Main Road North in Hampden. The foundation of the building was collapsing and the town has requested that you address the building as a dangerous condition. Prior to getting any permit you went ahead and started work.

On October 14th 2015 you received a letter addressing the building as a Dangerous Building pursuant to M.R.S. Title 17 §2851. This states that when the municipal officers of a town feel that a building or structure is "structurally unsafe; unsanitary; constitutes a fire hazard; is unstable or improper for the occupancy to which it is put, constitutes a hazard to health or safety because of inadequate maintenance, dilapidation, obsolescence or abandonment of is otherwise dangerous to life or property" they determined that the building was in danger of collapsing due to the lack of a foundation, and that the chimney was leaning towards Main rd N and was a public safety hazard.

The Town of Hampden pursuant of zoning ordinance section 5.3.1(1) A building permit is required for any Construct or to alter a structure in the town of Hampden. So you will need to get building permit for the work that you have done and wish to do.

Section R105.1 of the International Residential code addresses the need for a permit for work.

Site Review:

We reviewed the existing building and found that it is an existing wood structure, 2x4 exterior walls with Wood joist spanning between main carry beams. The roof structure is 2x6 rafters in the attic. The Chimney has been removed to the basement. The foundation is compromised and you have started doing the removal. In the process of doing the removals you have built cribbing and installed wood beams to support the house. This is adequate to support the house.

Cribbing:

When you start to remove the rest of the existing foundation, make sure to build an additional crib at the end of the building and support the walls with diagonal joist supports. This will occur on both sides of the front section of the building.

Foundation:

As discussed you are going to build a cast in place foundation. This foundation will be minimum of 6' tall from the bottom of the footing to the top of the wall. The wall will be 8" thick with vertical rebar located at the corners and 2 continuous #4 horizontal bars. The first bar placed within 12" of the top of wall and the second bar placed near the midsection of the wall. The footing base will be a minimum of 24" wide and 12" thick. The footer will have 3 #4 bars placed continuously. the footer 6" of crushed stone needs to be placed underneath the footing in all

Job #: 16075

Town of Hampden
RECEIVED

MAY 3 1 2016

Office of the
Town Manager

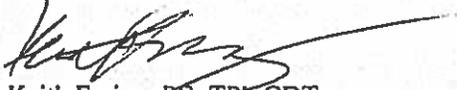
locations. All concrete should have a minimum compressive strength of 2500 psi.

The foundation will be installed under the front half of the building. The back half of the building is supported the at concrete piers. The existing supports are adequate, but the supports under the steel beams need to be upgraded at the bearing pads.

The basement should receive a slab with 4 inches of thickness.

The letters from the Town of Hampden request a plan from an engineer. If we need more than this letter, please let me know. I will be happy to work with you through the renovation of this structure. IF you have any questions, please let me know.

Sincerely



Keith Ewing, PE, TPI, CDT
Structural Engineer.





TOWN OF HAMPDEN

CODE ENFORCEMENT

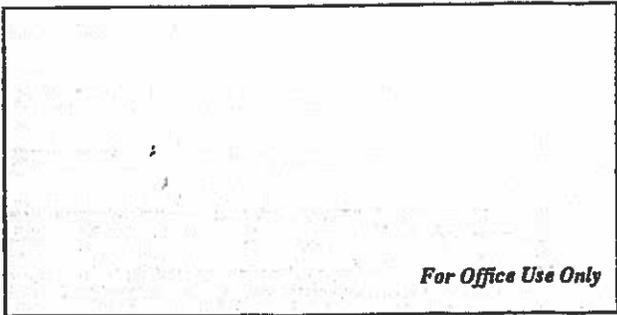
New Residential Repair

EFFECTIVE DECEMBER 1, 2010
Maine Uniform Building & Energy Code

APPLICATION DATE: 4 / 15 / 2016

PERMIT TYPE(S) REQUESTED:

ONE-FAMILY TWO-FAMILY TOWNHOUSE



For Office Use Only

Allow up to 14 business days for processing

Applicant's Name: James W. Butler Jr.

Mailing Address: 1091 Main Rd North
Hampden Maine 04444

Telephone Numbers:

Office: _____
Home: 947-5145

Cell: N/A

Email: James@butlersautobody.com

Is the applicant also the property owner? YES NO (If no, complete owner information below)

Owner(s) Name: James W. Butler Jr.

Mailing Address: 1091 Main Rd. North
Hampden Maine 04444

Telephone Numbers:

Office: _____
Home: 947-5145

Cell: N/A

Email: James@butlersautobody.com

Contractor Name: James W. Butler Jr.

Mailing Address: 1091 Main Rd North
Hampden Maine 04444

Telephone Numbers:

Office: _____
Home: 947-5145

Cell: N/A

Email: James@butlersautobody.com

Street Number (Not Lot #): 758 Street Name: Main Rd North Hampden 04444

Tax Map: 21 Lot: 08 Zoning District(S): Business Road Frontage: _____ ft

Expected Total Construction Cost: \$ _____

WILL YOUR PROJECT RESULT IN MORE THAN ONE ACRE OF DISTURBED LAND AREA? YES NO

If yes, you are required to obtain a Construction General Permit or Stormwater Permit by Rule from the Maine Department of Environmental Protection.

Structure Setbacks: (All Setbacks Are Measured From Property Lines Not Pavement Edge)

Front (street) Lot Line: _____ ft. Side Lot Line (closest): _____ ft. Rear Lot Line: _____ ft.

Refer to Article 3 of Town of Hampden Zoning Ordinance for setbacks pertaining to individual Zoning Districts

We highly recommend the use of a Professional Land Surveyor for siting the building location

Structure Dimensions: Length 12 ft. Width 36 ft.

Square Footage: Basement: _____ ft.² 1st Floor: _____ ft.² 2nd Floor: _____ ft.²

Garage: _____ ft.² Decks: _____ ft.² Other: _____: _____ ft.²

Total Square Footage: 432 ft.²

Structure Height: Proposed: _____ ft. # Stories: _____

Type of Water Supply: Private Public: Contact Hampden Water District (862-3490) for meter sizing.

Type of Sewage Disposal: Septic System (HHE-200 Required) Public Sewer (Sewer Hook-on Permit Required)

Describe your proposed repair, in detail: For example, you might describe a new house as a 'two story colonial, site-built, 3 Bedrooms, 2 Baths, eat-in Kitchen, formal Dining Room, Living Room, Family Room w/ walk-out basement'.

Plans MUST be submitted per the Residential Permit Submission Requirements

CONSTRUCTION DETAILS

MODULAR AND MOBILE HOME SECTION

Check Here if not applicable

Year Made: _____ Make: _____ Model: _____ Size: _____

Serial Number: _____ HUD Certification Number: _____

FOUNDATION

Foundation Material: Concrete, Masonry Other: _____

Foundation Type: Full Crawl Space Slab with Frost Walls
 ASCE 32 compliant Piers Frost protected shallow (IRC R403.3)
 Other: _____

Footing Size: Width: _____ in. Thickness/Depth: _____ in.

Foundation Walls: Thickness: _____ in. Height: _____ ft. Unbalanced Backfill Height: _____ ft.

Reinforcement: Horizontal per IRC Table R404.1.2(1) Vertical: Bar size: _____ On-center Spacing of Bars: _____ in.

Floor: Thickness: _____ in.

Concrete Strength: Please Refer to Table R402.2 for Minimum Specified Compressive Strengths

Foundation Drainage (IRC Section R405): _____

STRUCTURAL FRAMING

Lumber (Graded, dressed and stamped) Steel Other: _____

Manufacturer documentation, P.E. stamped, for any engineered/prefabricated wood products such as LVL carrying beams, floor or roof trusses and/or wood I beam style floor joists/roof rafters being used, must be provided.

FLOOR FRAMING	Nominal Size	Spacing	Span	Species	Grade			
	(3" x 8" - 3" x 12" LVLs, etc.)	(16" - 24" On Center)	(Distance between supports or columns)	(Spruce, Pine, Fir, etc.)	(S1, #1, #2, #3)			
Girder/Carrying Beam for 1 st floor		See Footnote 1						
Girder/Carrying Beam for 2 nd floor		See Footnote 1						
Floor Joists 1 st floor								
Floor Joists 2 nd floor								
WALL FRAMING	Load Bearing Studs			Non-Load Bearing Studs			Species (Spruce, Pine, Fir, etc.)	Grade
	Size	Height	Spacing	Size	Height	Spacing		
Basement Stub/Stem Wall								
Exterior Walls								
Interior Walls								
Other:								

1. Only applicable when there are multiple carrying beams or bearing partitions.
2. All non-dimensional lumber/engineered lumber shall be identified by manufacturer, type, size, series, etc.

ROOF-CEILING CONSTRUCTION

Roof Covering Assembly: (Ground Snow Load= 70 lbs. per square foot)

Sheathing: _____

Ice Protection: _____ Required from the eaves edge to a point 24" inside the exterior wall line

Underlayment: _____ Only one layer required on roof slopes in excess of 4:12

Weather Surface: _____ Roof Style: (Gambrel, Shed, Gable, Hip, etc.) _____

Wood Roof Framing:

Pre-Engineered Wood Trusses

Rafters: Size: _____ Spacing: _____ o.c. Species: _____ Grade: _____ Span: _____

Is ceiling attached to rafters? Yes No

Location	INSULATION Material	R-Value or U-Factor:	Min. Req'd
Basement Walls or Floor over unconditioned space Slab and Basement Floors			R-10/R3 R-30 R-10; 4 ft. (R-15 if heated)
Exterior Walls			R-20 or 13+5
Ceiling			R-49
Doors			U-0.35
Windows			U-0.35
Other			

Blown-in and/or Sprayed insulation to be used - Certificate of Insulation by the installer must be provided.

SHEATHING	Material: (Ex. Plywood, OSB)	Species:	Grade: (Ex. A1, A2, C1, etc.)	Other:
Exterior Walls				
Floors				

FINISHES	Material: (Ex. Gypsum & Vinyl Siding, Paint & Paper, Ceramic Tile, etc.)
Exterior Walls	
Interior Walls	
Bathroom Walls	
Bathroom Floors	
Kitchen Floors	
Other:	

TEMP. CONTROL	Fuel and Distribution Type:
Main Heating System	
Hot Water	
Air Conditioning	

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to Make this application as his/her authorized agent. We are aware of the Maine Uniform Building & Energy Code and agree to follow it. We also agree to follow any other laws or rules of the Town of Hampden or the State of Maine. I also hereby attest that the provided drawing and dimensions on the back page are correct to the best of my knowledge.

BUILDING PERMITS EXPIRE IF THE WORK OR CHANGE IS NOT COMMENCED WITHIN SIX (6) MONTHS OF THE DATE ON WHICH THE PERMIT IS GRANTED, OR IF THE WORK OR CHANGE IS NOT SUBSTANTIALLY COMPLETED WITHIN TWO (2) YEARS OF THE DATE ON WHICH THE PERMIT IS GRANTED.

Signature James Sult Date 5/31/14

Signature of Owner _____ Date ____/____/____

Permit Fee: \$25.00 plus \$0.10 per square foot of total building area including but not limited to: finished areas, basements, garages, attics, decks, pools, porches, sheds, etc. Double Fee will be charge if construction is started prior to being issued a permit.

Double Fee Charged, Authorized by: _____

Plot Plan

IF YOUR PROJECT INVOLVES A LOT IN A SUBDIVISION PLEASE ASK FOR COPY OF PLOT PLAN

an should be drawn to scale. Please be as detailed as possible. Include all existing and proposed structures, wells, septic areas, driveways, etc.

Also include setbacks of structures from each other and property lines.
SEE PLAN SUBMISSION REQUIREMENTS FOR SAMPLE

***Please Show Erosion and Sedimentation Control Devices, i.e. Silt Fence, Hay Bale Barriers, etc.**

Front (Street Right-of Way) Lot Line

Building Permit Fee \$ 68 x 2 = 136.00 *For office use only* Building Permit #: _____
Internal Plumbing Fee \$ _____ TRIO Internal Permit #: _____ State Internal Permit #: _____
External Plumbing Fee \$ _____ TRIO External Permit #: _____ State External Permit #: _____
Total Amount Due \$ 136.00 TRIO Account #: _____ Payment Type: Cash Check Money Order Debit Card
Check or Money Order #: _____ Town Receipt #: _____ Date Received: 5/31/16 Received by: RB
 Double Fee Charged, approved by: _____

FINDINGS AND ORDER

Pursuant to 17 M.R.S.A. §§ 2851-2859 DANGEROUS BUILDINGS

TO: James W. Butler, Jr., 691 Main Road North, Hampden, Maine, 04444.

On April 4, 2016 at 7:00 pm. at the Town of Hampden Municipal Building, Town Council Chambers, the Municipal Officers of the Town of Hampden, Maine held a hearing to determine whether the building/structure owned by you and located on land owned by James W. Butler, Jr., described as **758 Main Road North, Hampden, Maine and shown on Map 21, Lot 008**, of the current Tax Maps of the City of Hampden, Maine on file at the Town of Hampden Municipal Building, Assessor's Department at 106 Western Avenue, Hampden, Maine, is dangerous or a nuisance within the meaning of 17 M.R.S.A. § 2851. Notice of said hearing was duly served on said owner and all parties in interest on March 10, 2016. On March 21, 2016 at James W. Butler, Jr.'s request, the Council continued the matter to afford Mr. Butler additional time to assess the gravity of this proceeding. The following persons were present and testified:

Myles Block, Code Enforcement Officer, Jason Lundstrom, Fire Inspector, and James Butler, owner.

Based on their testimony and other evidence presented and made part of the record, the Municipal Officers find the following facts:

The building lacks a complete foundation, and there is documented photographic evidence of bowing walls, sagging roof, and skewed windows.

Based on the foregoing findings, the Municipal Officers conclude that said building/structure is dangerous or a nuisance because as described in 17 M.R.S.A. § 2851 due to the following:

It is structurally unsafe, unstable, and a danger to public safety because of inadequate maintenance and dilapidation.

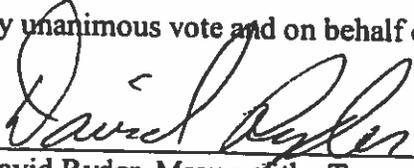
THEREFORE, pursuant to 17 M.R.S.A. § 2851, you are hereby ORDERED to complete the following:

A proper application including a plan prepared by a professional structural engineer shall be submitted by the owner to the Code Enforcement Officer on or before May 4th, 2016 who shall act on a complete application within 14 days of receipt of such application. Within 60 days of the issuance of a permit by the CEO or such later date as may be mutually agreed upon by the CEO and the owner, the building must be structurally stable, no longer a dangerous structure as defined by 17 M.R.S.A. § 2851 and comply with the Town of Hampden's Building Code.

This decision may be appealed to Superior Court under the Maine Rules of Civil Procedure, Rule 80B. If this Order is not timely complied with and no timely appeal is taken, the Municipal Officers may undertake said abatement at municipal expense and recover all such expenses, including reasonable attorney's fees, by means of a special tax or civil action.

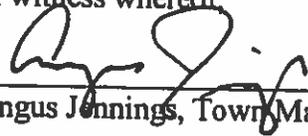
Dated: April 4th, 2016

By unanimous vote and on behalf of the Municipal Officers, Town of Hampden, Maine;



David Ryder, Mayor of the Town of Hampden

In witness whereof:



Angus Jennings, Town Manager

STATE OF MAINE
PENOBSCOT, ss.

April 4th, 2016

Personally appeared before me the above-named David Ryder and Angus Jennings and each acknowledged the foregoing instrument to be his/her free act and deed.



Notary Public

Paula A. Scott
Notary Public - Maine
My Commission expires Feb. 22, 2021

3-b

BANGOR DAILY NEWS

(<http://bangordailynews.com/>)

Court filing calls for \$900,000 to be spent on oil cleanup in Hampden

(<http://bangordailynews.com/2016/05/18/news/bangor/court-filing-calls-for-900000-to-be-spent-on-oil-cleanup-in-hampden/>)



Ashley L. Conti | BDN

Turtle Head Cove Municipal Park is seen Wednesday in Hampden. *Buy Photo* (<http://store.bangordailynews.com/Other/Week-of-May-16-2016/i-FpRpBSh>)

By Judy Harrison (<http://bangordailynews.com/author/judy-harrison/>), BDN Staff
Posted May 18, 2016, at 5:14 p.m.

BANGOR, Maine — More than \$900,000 will go toward cleanup of the Penobscot River and the shoreline near Turtle Head Cove Municipal Park as a result of a consent decree filed Wednesday in U.S. District Court.

Chevron Corp., and later Cumberland Farms Inc., owned a tank farm and oil terminal that closed in 1996

but was responsible between the 1950s and the 1980s for 140,000 gallons of oil leaking into the river, according to court documents.

The terminal was located between Route 1A and the Penobscot River just over the town line from Bangor in Hampden.

A handful of state and federal agencies filed a complaint Wednesday along with the consent decree, which is standard practice. The plaintiffs alleged that natural resources had been damaged because of the oil leaks.

David Madore, spokesman for the Maine Department of Environmental Protection, which was one of the plaintiffs, said in an email that a remedy plan would not be drawn up until after U.S. District Judge D. Brock Hornby approves the consent decree.

“The public has 30 days to provide public comment to the court regarding the proposed consent decree,” he said. “If the court approves the consent decree, then state and federal [officials] will begin discussions regarding restoration planning.”

Madonna Smith, public affairs advisor for Chevron, said the court filing was part of a negotiated settlement.

The complaint did not specify which natural resources had been damaged but listed the damaged resources as aquatic, recreational and land and shoreline. It also said the Penobscot River “is habitat for many bird, mammal, invertebrate and fish species including the Gulf of Maine Distinct population segment of Atlantic salmon and shortnose sturgeon, both of which are listed as endangered species by federal agencies.”

In the consent decree, the defendants, which included Chevron U.S.A. Inc., Cumberland Farms Inc. and Gulf Oil Limited Partnership, did not admit any wrongdoing.

Information about the remedy plan the \$900,000 would fund was not included in court documents.

In July 2011, Gov. Paul LePage announced a \$900,000 civil penalty (https://www.google.com/url?q=http%3A%2F%2Fbangordailynews.com%2F2011%2F07%2F13%2Fnews%2Fbangor%2Fchevron-to-pay-six-figure-settlement-for-decades-long-oil-leak-in-hampden%2F&sa=D&ust=1463609394304000&usg=AFQjCNEVYRH63FMjLEtYCNky_oSHJF-WQ&ref=inline) that was paid by Chevron for environmental damage at the same site, Assistant Attorney General Mary Sauer, who worked on the consent decree, said Wednesday. The consent decree addressed damage to natural resources.

The Town of Hampden received \$520,000 nearly five years ago to create Turtle Head Cove Municipal Park, an 8.5-acre recreation area with walking trails and a boat launch on the waterfront, according to a previously published report. The remaining \$380,000 went into the Maine Coastal and Inland Surface Oil Cleanup Fund.

Chevron operated the tank farm and marine terminal in Hampden between the 1950s and 1986, according to a July 16, 2011, story. In 1986, Cumberland Farms Inc. purchased the Gulf Oil brand assets for the Northeast, which included the terminal and tank farm.

There are no allegations in court documents that oil leaked into the river from the tank farm and marina area in the 1990s.

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MAINE**

United States of America

and

State of Maine

Plaintiffs,

v.

Chevron U.S.A. Inc.,

Texaco Inc.,

Chevron Environmental Management
Company,

Cumberland Farms, Inc.,

and

Gulf Oil Limited Partnership,

Defendants.

Civ. Action No.

CONSENT DECREE

I. BACKGROUND

A. The United States of America (“United States”), by the Attorney General, on behalf of the United States Department of the Interior (“DOI”) and the United States Department of Commerce, National Oceanic and Atmospheric Administration (“NOAA”), and the State of Maine, on behalf of the Department of Environmental Protection (“DEP”), Department of Agriculture, Conservation and Forestry (“DACF”), Department of Inland Fisheries and Wildlife (“DIFW”) and Department of Marine Resources (“DMR”) (collectively, “Plaintiffs”), have filed a Complaint against Chevron U.S.A. Inc., Texaco Inc., Chevron Environmental Management Co., Cumberland Farms, Inc., and Gulf Oil Limited Partnership in this Court.

B. Plaintiffs allege that the Defendants are liable to the United States and the State under Section 1002(a) and (b) of the Oil Pollution Act of 1990 (“OPA”), 33 U.S.C. § 2702 (a) and (b), and to the State under the Maine Oil Discharge Prevention and Pollution Control Law (“Oil Law”), 38 M.R.S. § 552(2), for damages for injury to, destruction of, loss of, or loss of use of, Natural Resources, including the reasonable cost of assessing the damages, resulting from discharges of oil that occurred starting at least as early as the 1970s at the former Chevron and Texaco marine oil terminal facilities located, respectively, at 799 and 809 Main Road North in Hampden, Maine (the “Oil Discharges”).

C. The State of Maine (“State” or “Maine”) is a Co-Plaintiff and has joined the Complaint on behalf of the DEP, DACF, DIFW and DMR against the Defendants in this Court alleging that the Defendants are liable to the State under Section 1002(a) and (b) of OPA, 33 U.S.C. § 2702 (a) and (b), and Section 38 M.R.S. § 552(2) of the Oil Law, for damages for injury

to, destruction of, loss of, or loss of use of, Natural Resources, including the reasonable costs of assessing the damages, and the costs of preparing and implementing a natural resources restoration plan, resulting from the Oil Discharges. On September 5, 2012, Maine Governor Paul R. LePage designated the Commissioner of the DEP as the lead trustee to act on behalf of the public for natural resources of the State, and designated DACF, DIFW, and DMR as co-trustees with the DEP for such resources.

D. The Complaint alleges that: (1) the Oil Discharges caused injury to, destruction of, loss of, or loss of use of, Natural Resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States and the State, or other Natural Resources for which the State may seek damages pursuant to the Oil Law; and (2) the United States and the State have incurred costs in assessing the nature and extent of these injuries.

E. The United States and the State share trusteeship of the Natural Resources alleged in the Complaint to be injured and are coordinating assessment and restoration efforts.

F. The Parties agree, and this Court finds, that settlement of this matter without further litigation is in the public interest and that the entry of this Consent Decree is the most appropriate means of resolving the claims alleged in Plaintiffs' Complaint.

G. The Parties agree and this Court, by entering this Consent Decree, finds that: (1) this Consent Decree has been negotiated by the Parties in good faith; (2) settlement of this matter will avoid prolonged and complicated litigation; and (3) this Consent Decree is fair, reasonable, and consistent with the goals of the applicable statutes.

H. The Defendants do not admit any liability arising out of the transactions or occurrences alleged in this action.

NOW, THEREFORE it is Adjudged, Ordered and Decreed:

II. JURISDICTION

1. The Parties agree and this Court concludes that it has jurisdiction over the subject matter of this action pursuant to Section 1017(b) of OPA, 33 U.S.C. § 2717(b), and 28 U.S.C. §§ 1331 and 1345. Venue lies in this District pursuant to Section 1017(b) of OPA, 33 U.S.C. § 2717(b), and 28 U.S.C. 1391(b). This Court has pendent jurisdiction over the state law claims. This Court has, and the Defendants consent to, the Court's personal jurisdiction over them in connection with this action. Solely for the purposes of this Consent Decree and the underlying Complaint, the Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Defendants shall not challenge this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon: the United States, on behalf of DOI and NOAA, as designated federal trustees for Natural Resources, including those Natural Resources at, in the vicinity of, or affected by the Oil Discharges; the State, on behalf of the DEP, DACF, DIFW and DMR, as designated state trustees for Natural Resources, including those Natural Resources at, in the vicinity of, or affected by the Oil Discharges; and, the Defendants, including, without limitation, their successors and assigns, or other entities or persons otherwise bound by law. Any change in ownership or corporate status of the Defendants including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the Defendants' or their successors' and assigns' rights or responsibilities under this Consent Decree. In any action to enforce this Consent Decree, the Defendants shall not raise as

a defense the failure by any of their officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in OPA or in the regulations promulgated by NOAA under OPA, 15 C.F.R. Part 990, shall have the meaning assigned to them in OPA or in such regulations, as applicable. Whenever the following terms are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the definition specified hereinafter shall apply.

a. “Consent Decree” shall mean this Decree and appendices attached hereto.

In the event of a conflict between this Consent Decree and any appendix, this Consent Decree shall control.

b. “Costs of Assessment” shall mean all costs within the meaning of Sections 1002(b)(2)(A) and 1006(d)(1)(C) of OPA, 33 U.S.C. §§ 2702(b)(2)(A), 2706 (d)(1)(C), and all costs of assessing natural resources damage which may be sought under Section 552(2) of the Oil Law, incurred by the Trustees on or before the date of lodging, including, but not limited to, direct, indirect, and administrative costs in assessing the alleged injury to, destruction of, loss of, or loss of use of, all Natural Resources at or in connection with the Oil Discharges and/or directly or indirectly related to negotiating this Consent Decree, and all Trustee costs of approving this Consent Decree.

c. “Day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

d. “Defendants” shall mean Chevron U.S.A. Inc., Texaco Inc., Chevron Environmental Management Company, Cumberland Farms, Inc., and Gulf Oil Limited Partnership and their successors and assigns.

e. “DOI” shall mean the United States Department of the Interior.

f. “Fund” shall mean the Oil Spill Liability Trust Fund established pursuant to 26 U.S.C. §§ 4611 and 9509.

g. “Hampden, Maine Marine Oil Terminal Restoration Account” shall mean a project numbered account to be established within DOI’s Natural Resource Damage Assessment and Restoration Fund (“DOI NRDAR Fund”), which will be funded by the Defendants in accordance with Section V (Payments by Defendants) of this Consent Decree and jointly administered by the Trustees in accordance with Section VII (Hampden, Maine Marine Oil Terminal Restoration Account) of this Consent Decree and a separate agreement among the Trustees.

h. “Interest,” as that term is used in Section VI (Stipulated Penalties) of this Consent Decree, shall mean interest calculated in the manner specified in Section 1005(b)(4) of OPA, 33 U.S.C. § 2705(b)(4).

i. “Natural Resources” shall have the meaning provided in Section 1001(20) of OPA, 33 U.S.C. § 2701(20), and shall also include any natural resources for which the State may seek damages pursuant to 38 M.R.S. § 552(2).

j. “Natural Resource Damages” shall mean the damages described at Section 1002(b)(2)(A) of OPA, 33 U.S.C. § 2702(b)(2)(A), and at Section 552(2) of the Oil Law.

- k. “NOAA” shall mean the National Oceanic and Atmospheric Administration.
- l. “Oil Discharges” shall mean all of the discharges of oil into or upon the land, tidal flats, groundwater, and Penobscot River that have occurred at and from the marine oil terminal facilities located at 799 Main Road North and 809 Main Road North in Hampden, Maine, starting at least as early as the 1970s and continuing through the Effective Date.
- m. “OPA” shall mean the Oil Pollution Act of 1990, Pub. L. No. 101-380, 104 Stat. 484, 33 U.S.C. §§ 2701-2761.
- n. “Parties” shall mean the Plaintiffs and the Defendants.
- o. “Plaintiffs” shall mean the United States and the State of Maine.
- p. “Restoration Plan(s)” shall mean a plan or plans developed by the Trustees in accordance with OPA and its underlying regulations at 15 C.F.R. §§ 990.53 – 990.56.
- q. “Section” shall mean a portion of this Consent Decree identified by a Roman numeral.
- r. “State” shall mean the State of Maine.
- s. “Trustees” shall mean the designated federal and state officials, and their designees, who act on behalf of the public as trustees for the Natural Resources, including those at, in the vicinity of, or affected by the Oil Discharges: DOI, represented by the United States Fish and Wildlife Service (“USFWS”), and NOAA are the federal trustees for Natural Resources related hereto; DEP, DACF, DIFW and DMR are the state trustees for Natural Resources related hereto.

t. “United States” shall mean the United States of America, on behalf of the DOI and NOAA, including all agencies, bureaus, administrations or departments of DOI and NOAA.

V. PAYMENT BY DEFENDANTS

4. If the Consent Decree is entered by this Court, Defendants shall, within Thirty (30) Days of the Effective Date, cause the sum of \$922,862.00 to be paid as follows:

a. \$42,862.00 to the United States for reimbursement of Costs of Assessment incurred by DOI and NOAA. Upon receipt, the United States will direct the payments as follows:

i. \$29,412.00 shall be deposited in the NOAA Damage Assessment and Restoration Fund (“DARRF”), to be applied toward Natural Resource Damages assessment costs incurred by NOAA;

ii. \$13,450.00 shall be deposited in the DOI NRDAR Fund, to be applied toward Natural Resource Damages assessment costs incurred by DOI.

b. \$880,000.00 to the United States on behalf of the Plaintiffs in resolution of their claims for Natural Resource Damages related to the Oil Discharges, to be used for restoration of Natural Resources, shall be deposited in the DOI NRDAR Fund, on behalf of the Trustees, for the purposes set forth in Paragraphs 7 and 8 of Section VII (Hampden, Maine Marine Oil Terminal Restoration Account).

c. Payment required by Paragraph 4.a above shall be made by Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice in accordance with the instructions that the Financial Litigation Unit of the U.S. Attorney’s Office for the District of Maine shall provide to

Defendants following entry of the Consent Decree by this Court. Defendants shall send a transmittal notice, indicating that the EFT has occurred, to the Parties in accordance with Section XII (Notices).

d. Payment required under Paragraph 4.b above shall be made by EFT to the U.S. Department of Justice in accordance with the instructions that the Financial Litigation Unit of the U.S. Attorney's Office for the District of Maine shall provide to Defendants following entry of the Consent Decree by this Court. Defendants shall send a transmittal notice, indicating that the EFT has occurred, to the Parties in accordance with Section XII (Notices). The transmittal notice shall reflect that the payment is being made to the "Natural Resources Damage Assessment and Restoration Fund, Account No. 14X5198 – Hampden, Maine Marine Oil Terminal Restoration Account." DOI will assign these funds to a special project number to allow the funds to be maintained as a segregated account with the Department of Interior Natural Resource Damage Assessment and Restoration Fund, Account No. 14X5198 (the "Hampden, Maine Marine Oil Terminal NRD Account"). The funds paid pursuant to Paragraph 4.b shall be used jointly by the Trustees in accordance with Section VII (Hampden, Maine Marine Oil Terminal Restoration Account) of this Consent Decree and the separate agreement among the Trustees. The Defendants are jointly and severally liable for the payments to be made pursuant to Paragraph 4.

VI. STIPULATED PENALTIES

5. Assessment of Stipulated Penalties.

The Defendants shall pay a stipulated penalty to the United States and the State for failure to make a payment in Paragraph 4, at the rate of one thousand dollars (\$1,000) per day for each day

of non-compliance up to the first thirty (30) days of non-compliance. After thirty (30) days of failure to make a payment in Paragraph 4, the Defendants shall pay a stipulated penalty to the United States and the State at the rate of three thousand dollars (\$3,000) per day for each day of non-compliance after the first thirty (30) days of non-compliance.

a. Stipulated penalties shall begin to accrue on the day after payment is due and continue to accrue until the date of payment.

b. Any stipulated penalty payments shall be divided equally between the United States and the State.

c. The Defendants are jointly and severally liable for payment of such stipulated penalties.

d. The United States and/or the State may give the Defendants written notification that they have failed to make a payment as required by Paragraph 4. Such notice shall describe the noncompliance and make a demand for the payment of the stipulated penalties. However, stipulated penalties shall accrue as provided in Paragraph 5.a regardless of whether the Defendants have been notified of a violation. The Defendants shall pay stipulated penalties within thirty (30) days of receipt of written demand for such stipulated penalties by certified mail, as determined by the date of the required signature by the Defendants' authorized representative or agent acknowledging receipt of the written demand.

e. If the Defendants fail to pay stipulated penalties when due, the United States and/or the State may institute proceedings to collect the stipulated penalties, as well as Interest as provided in Paragraph 5.f.

f. Interest on Stipulated Penalties.

The Defendants shall pay Interest on the unpaid balance of any stipulated penalties due, which shall begin to accrue on the date thirty (30) days past the demand therefor. The Interest on the unpaid balance of stipulated penalties due pursuant to Paragraph 5.a shall be divided equally between the United States and the State. The Defendants are jointly and severally liable for such Interest payments.

g. Notwithstanding any other provision of this Section, the United States and/or the State may, in their unreviewable discretion, waive any portion of its share of the stipulated penalties that have accrued pursuant to this Consent Decree.

h. Nothing in this Consent Decree shall be construed as prohibiting, altering, or in any way limiting the ability of the United States and/or the State to seek any other remedies or sanctions available by virtue of Defendants' violation of this Consent Decree.

6. Payment Instructions for Stipulated Penalties.

Any stipulated penalty payment shall be accompanied by a reference to this Consent Decree, be identified as "Stipulated Penalties," and reference "the Hampden, Maine Marine Oil Terminal." Notice of payment of a stipulated penalty shall be made to the Trustees in the manner specified in Section XII (Notices).

a. Stipulated penalty payments to the United States shall be made by EFT to the U.S. Department of Justice in accordance with written instructions to be provided to Defendants by the Financial Litigation Unit of the U.S. Attorney's Office for the District of Maine. At the time of payment, Defendants shall send a copy of the EFT authorization form and the EFT transaction record, together with a transmittal letter, which shall state that the payment is for stipulated penalties owed pursuant to the Consent Decree, and shall reference the case

name, civil action number, DOJ Case Number (#90-11-3-11302), and the violations for which the stipulated penalties are being paid to the United States, in accordance with Section XII of this Decree (Notices).

b. Stipulated penalty payments to the State shall be made by certified check made payable to Treasurer, State of Maine c/o “Maine Coastal and Inland Surface Oil Clean-up Fund” or a successor fund, as directed by DEP, and sent to Rebekah Koroski, Department of Environmental Protection, 17 State House Station, Augusta ME 04333-0017.

VII. HAMPDEN, MAINE MARINE OIL TERMINAL RESTORATION ACCOUNT

7. All funds deposited in the DOI NRDAR account in accordance with Paragraph 4.b. of Section V. (Payment by Defendants), including any interest or return on investment thereon, shall be held in the Hampden, Maine Marine Oil Terminal Restoration Account solely for use by the Trustees to jointly plan, implement, oversee, or monitor the restoration of injury to Natural Resources resulting from Oil Discharges, in accordance with the Restoration Plan(s) prepared pursuant to Paragraph 8. DOI shall, in accordance with law, pursuant to the terms of the separate agreement among the Trustees, manage and invest the funds in the Hampden, Maine Marine Oil Terminal Restoration Account on behalf of the Trustees. Upon receipt of the funds for Natural Resources, DOI will establish a distinct and project specific account number within the DOI NRDAR Fund to allow the funds to be maintained as a segregated account within the DOI NRDAR Fund. DOI shall not make any charge against the Hampden, Maine Marine Oil Terminal Restoration Account for investment, management, or any other services provided with respect to operation of the account.

8. At no further cost to the Defendants, the Trustees will prepare a Restoration Plan(s) for Natural Resources and jointly approve expenditures from the Hampden, Maine Marine Oil Terminal Oil Restoration Account consistent with the Restoration Plan(s) and pursuant to the terms of the separate agreement among the Trustees. If the funds in the Hampden, Maine Marine Oil Terminal Restoration Account are not sufficient to complete the activities in the Restoration Plan(s) for Natural Resources, neither the Defendants nor the Trustees shall be required to expend additional funds to complete the activities in the Restoration Plan(s).

VIII. COVENANT NOT TO SUE BY PLAINTIFFS

9. In consideration of the payments and actions that have been and will be made by the Defendants under this Consent Decree, the United States covenants not to sue or take administrative action against the Defendants pursuant to Section 1002(a) and (b) of OPA, 33 U.S.C. § 2702(a) and (b), for (1) Costs of Assessment and (2) damages for injury to, destruction of, loss of, or loss of use of Natural Resources resulting from the Oil Discharges. This covenant not to sue is conditioned upon receipt by the United States of all payments required by Section V (Payments by Defendants) and, as applicable, Section VI (Stipulated Penalties) of this Consent Decree.

10. In consideration of the payments and actions that have been and will be made by the Defendants under this Consent Decree, the State covenants not to sue the Defendants pursuant to Section 1002(a) and (b) of OPA, 33 U.S.C. § 2702(a) and (b) and 38 M.R.S. § 552(2), for (1) Costs of Assessment and the costs of preparing and implementing a natural resources restoration plan, and (2) damages for injury to, destruction of, loss of, or loss of use of

Natural Resources resulting from the Oil Discharges. This covenant not to sue is conditioned upon receipt by the State of notice that all payments required by Section V (Payments by Defendants) of this Consent Decree have been made by Defendants and, as applicable, receipt by the State of any payments pursuant to Section VI (Stipulated Penalties) of this Consent Decree.

11. Reservations of rights. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, all rights against the Defendants with respect to all matters other than those expressly specified in the covenants not to sue set forth in Paragraphs 9 and 10 of this Section, including, but not limited to:

- a. claims against the Defendants for their failure to meet a requirement of this Consent Decree;
- b. claims against the Defendants for damages, including assessment costs, under OPA and any other applicable law, for injury to, destruction of, loss of, or loss of use of, Natural Resources that are not resulting from the Oil Discharges;
- c. any criminal liability; and
- d. claims, other than claims for Natural Resource Damages related to the Oil Discharges, against the Defendants that the State, or the United States on behalf of the United States Environmental Protection Agency, and/or the United States Coast Guard, may have under any applicable law.
- e. Special Reservations Regarding Natural Resource Damages.

Notwithstanding any other provision of this Consent Decree, the United States and the State reserve the right to institute proceedings against the Defendants in this action or in a new action seeking recovery of Natural Resource Damages based on:

i. conditions caused by the Oil Discharges, unknown by the Trustees as of the date of the lodging of this Consent Decree, that cause new or additional injury to, destruction of, loss of, or loss of use of such Natural Resources; or

ii. information received by the Trustees after the date of lodging of this Consent Decree indicating that the Oil Discharges have resulted in new or significant additional injury to, destruction of, loss of, or loss of use of, such Natural Resources which injury is of a type that was unknown or a magnitude greater than was known by the Trustees as of the date of lodging of this Consent Decree.

IX. COVENANT BY THE DEFENDANTS

12. The Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the State, and their employees, agents, contractors, departments, agencies, administrations and bureaus, related to Natural Resource Damages arising from the Oil Discharges, including, without limitation, any potential or pending claims against the Fund relating to the Oil Discharges. Defendants reserve, and this Consent Decree is without prejudice to, all claims, rights and defenses with respect to all matters not expressly included within this Covenant Not to Sue, including all rights and defenses with respect to all matters reserved in Paragraph 11 of Section VIII.

X. EFFECT OF SETTLEMENT

13. Upon the Effective Date and after all payments are made pursuant to this Consent Decree, the Defendants are entitled to contribution protection under Maine law from all contribution actions or claims for the matters addressed in this Consent Decree, such that, to the extent provided by 38 M.R.S. § 348(4), the Defendants shall not be liable for claims by other potentially liable persons regarding Natural Resources Damages addressed in this Consent Decree.

14. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. In addition, with the exception described in paragraph 13 above, nothing in this Consent Decree shall limit, enlarge, or otherwise affect, the private rights or claims of any person not a Party to this Consent Decree, except as may be determined otherwise by a court of competent jurisdiction. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right of contribution), defenses, claims, demands, and causes of action which each Party may have with respect to the Oil Discharges against any person not a Party hereto.

15. This Consent Decree shall not bar any action by the United States or the State with respect to any matters other than those expressly specified in the covenants not to sue set forth in Paragraphs 9 and 10 of Section VIII (Covenant Not to Sue by Plaintiffs).

16. This Consent Decree shall not preclude the United States or the State from instituting a separate or ancillary action to enforce the terms of this Consent Decree.

XI. MODIFICATION

17. a. Material Modifications. Material modifications to the Consent Decree

may be made only by written approval of the Parties and the approval of the Court.

b. **Non-Material Modifications.** Non-material modifications of the Consent Decree may be made only by written approval of the Parties. Non-material modifications will be effective when signed by all of the Parties and may be filed with the Court in order to maintain a complete record of the Consent Decree.

XII. NOTICES

18. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed to those listed below. Any Party may change the person and/or address applicable to it by providing notice of such change to all Parties. All notices under this Section are effective upon receipt, unless otherwise specified. Except as otherwise provided, notice to a Party by email (if that option is provided below) and by regular mail in accordance with this Section satisfies any notice requirement of this Consent Decree regarding such Party.

As to the United States:

EES Case Management Unit
Environment & Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, DC 20044-7611
eescdcopy.enrd@usdoj.gov
Re: DJ# 90-11-3-11302

Britta Hinrichsen
United States Department of Commerce
NOAA Office of General Counsel
55 Great Republic Drive
Gloucester, MA 01930
britta.hinrichsen@noaa.gov

Mark Barash
United States Department of the Interior
Office of the Solicitor
One Gateway Center
Suite 612
Newton, MA 02458
mark.barash@sol.doi.gov

As to the State:

Mary Sauer
Assistant Attorney General
Office of the Attorney General
6 State House Station
Augusta, ME 04333-0006
Mary.Sauer@maine.gov

Scott Whittier
Director, Petroleum Management Division
Bureau of Remediation and Waste Management
Department of Environmental Protection
17 State House Station
Augusta ME 04333-0017
Scott.Whittier@maine.gov

As to Chevron U.S.A. Inc., Texaco Inc. and Chevron Environmental Management Company:

Sigmund D. Schutz
Preti Flaherty Beliveau & Pachios LLP
One City Center
Portland, ME 04101
sschutz@preti.com

Neil J. Fletcher
Senior Counsel
Environmental & Safety Law Group
Chevron Services Company
A Division of Chevron U.S.A. Inc.
1400 Smith Street, 5th Floor
Houston, TX 77002
nejf@chevron.com

Robert Wilkenfeld
General Manager
Marketing Business Unit
Chevron Environmental Management Company
6101 Bollinger Canyon Road
San Ramon, California 94583
Wilkenfeld@chevron.com

As to Cumberland Farms, Inc.:

Cumberland Farms, Inc.
100 Crossing Blvd.
Framingham, MA 01702
Attention: General Counsel

As to Gulf Oil Limited Partnership:

Gulf Oil Limited Partnership
100 Crossing Blvd.
Framingham, MA 01702
Attention: General Counsel

XIII. RETENTION OF JURISDICTION

19. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Parties for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms.

XIV. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

20. a. This Consent Decree shall be lodged with the Court for at least 30 days for public notice and comment.

b. The United States reserves the right to withdraw or withhold its consent to the Consent Decree if comments received regarding the Consent Decree disclose facts or considerations that indicate the Consent Decree is inappropriate, improper or inadequate.

c. The Defendants consent to the entry of this Consent Decree without further notice, and agree not to withdraw or oppose entry of the Consent Decree or to challenge any provision of the Consent Decree.

21. If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XV. FINAL JUDGMENT

22. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the Parties for only the Natural Resource Damages settled herein. The Court finds that there is no just reason for delay and therefore enters this as a final judgment under Fed. R. Civ. P. 54 and 58.

XVI. ACTIONS OF TRUSTEES

23. All actions taken by the Trustees pursuant to this Consent Decree shall be in accordance with the terms of the separate agreement among the Trustees.

XVII. EFFECTIVE DATE

25. The effective date of this Consent Decree shall be the date upon which the approval of this Consent Decree is recorded on the Court's docket ("Effective Date").

XVIII. COSTS AND ATTORNEYS FEES

26. The Parties shall bear their own costs of this action, including attorneys' fees,

except that the Plaintiffs shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to enforce this Consent Decree.

XIX. SIGNATORIES/SERVICE

27. The undersigned representatives of the Defendants each certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

28. Each Defendant shall identify on the attached signature page the name, address, telephone number and email address of an agent who is authorized to accept service of process, if served by both mail and email, on behalf of that Defendant with respect to all matters arising under or relating to this Consent Decree. The Defendants hereby agree to accept service in this manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons. Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

SO ORDERED THIS ___ DAY OF _____, 2016.

UNITED STATES DISTRICT JUDGE
District of Maine

THE UNDERSIGNED PARTY enters into this consent decree in the matter of United States and State of Maine v. Chevron U.S.A. Inc., et al.

FOR THE UNITED STATES:

4/28/16
Dated



JOHN C. CRUDEN
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

4/29/2016
Dated

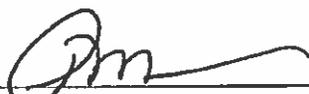


LAURA J. ROWLEY
Senior Counsel
SUSAN AKERS
Assistant Section Chief
Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

THE UNDERSIGNED PARTY enters into this consent decree in the matter of United States and State of Maine v. Chevron U.S.A. Inc., et al.

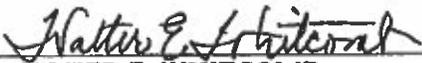
FOR THE STATE OF MAINE:

3-23-2016
Dated



PAUL MERCER
Commissioner
Maine Department of Environmental Protection
17 State House Station
Augusta ME 04333-0017

3-29-2016
Dated



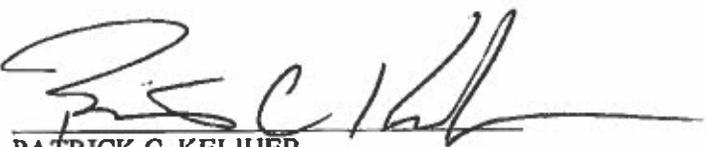
WALTER E. WHITCOMB
Commissioner
Maine Department of Agriculture, Conservation and Forestry
22 State House Station
Augusta ME 04333-0022

3-29
Dated



CHANDLER E. WOODCOCK
Commissioner
Maine Department of Inland Fisheries and Wildlife
41 State House Station
Augusta ME 04333-0041

3/25
Dated



PATRICK C. KELHER
Commissioner
Maine Department of Marine Resources
21 State House Station
Augusta ME 04333-0021

JANET T. MILLS
ATTORNEY GENERAL

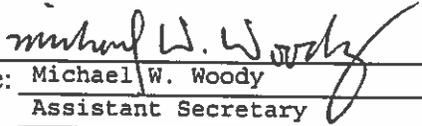
4-5-2016
Dated

Mary M. Sauer
MARY M. SAUER
Assistant Attorney General
Office of the Attorney General
6 State House Station
Augusta, ME 04333
(207) 626-8579
mary.sauer@maine.gov

THE UNDERSIGNED PARTY enters into this consent decree in the matter of United States and State of Maine v. Chevron U.S.A. Inc., et al.

FOR CHEVRON U.S.A. INC.:

March 14, 2016
Dated


Name: Michael W. Woody
Title: Assistant Secretary
Address: Chevron U.S.A. Inc.
6001 Bollinger Canyon Road
San Ramon CA 94583-2324

Agent authorized to accept service on behalf of Chevron U.S.A. Inc.:

Name: Sigmund D. Schutz, Esq.
Address: Preti Flaherty, One City Center
Portland, ME 04101
Telephone number: 207-791-3000
Facsimile Number: 207-791-3111

THE UNDERSIGNED PARTY enters into this consent decree in the matter of United States and State of Maine v. Chevron U.S.A. Inc., et al.

FOR TEXACO INC.:

March 14, 2016

Dated



Name: Frank G. Soler

Title: Vice President and Secretary

Address: Texaco Inc.
6001 Bollinger Canyon Road
San Ramon CA 94583-2324

Agent authorized to accept service on behalf of Texaco Inc.:

Name: Sigmund D. Schutz, Esq.

Address: Preti Flaherty, One City Center
Portland, ME 04101

Telephone number: 207-791-3000

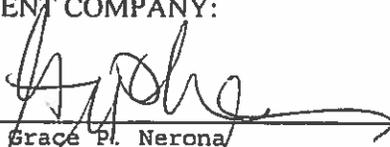
Facsimile Number: 207-791-3111

THE UNDERSIGNED PARTY enters into this consent decree in the matter of United States and State of Maine v. Chevron U.S.A. Inc., et al.

FOR CHEVRON ENVIRONMENTAL MANAGEMENT COMPANY:

March 14, 2016

Dated


Name: Grace P. Nerona
Title: Assistant Secretary
Address: Chevron Environmental
Management Company
6001 Bollinger Canyon Road
San Ramon CA 94583-2324

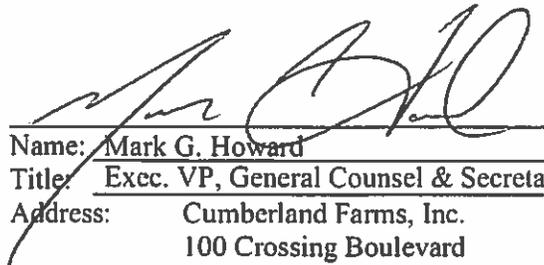
Agent authorized to accept service on behalf of Chevron Environmental Management Company:

Name: Sigmund D. Schutz, Esq.
Address: Preti Flaherty, One City Center
Portland, ME 04101
Telephone number: 207-791-3000
Facsimile Number: 207-791-3111

THE UNDERSIGNED PARTY enters into this consent decree in the matter of United States and State of Maine v. Chevron U.S.A. Inc., et al.

FOR CUMBERLAND FARMS, INC.:

March 10, 2016
Dated


Name: Mark G. Howard
Title: Exec. VP, General Counsel & Secretary
Address: Cumberland Farms, Inc.
100 Crossing Boulevard
Framingham, MA 01702

Agent authorized to accept service on behalf of Cumberland Farms, Inc.:

Name: Mark G. Howard, Exec. VP, General Counsel & Secretary
Address: 100 Crossing Boulevard
Framingham, MA 01702
Telephone number: 508-270-1475
Facsimile Number: 781-459-0570

THE UNDERSIGNED PARTY enters into this consent decree in the matter of United States and State of Maine v. Chevron U.S.A. Inc., et al.

FOR GULF OIL LIMITED PARTNERSHIP:

03/01/2016
Dated


Name: D. Gregory Scott
Title: SVP Supply Operations
Address: Gulf Oil Limited Partnership
100 Crossing Boulevard
Framingham, MA 01702

Agent authorized to accept service on behalf of Gulf Oil Limited Partnership:

Name: Christopher E. Gill
Address: 100 Crossing Boulevard
Framingham, MA 01702
Telephone number: (508) 270-8346
Facsimile Number: (781) 459-0454

Peter B. Neal, CFSP
342 Pearl Street
Bangor, ME 04401
207-270-1270
pbneal@gmail.com

BACKGROUND

1969 graduated PCHS in Guilford
1970 attended University of Maine
1974 graduated summa cum laude, New England Institute of Anatomy, Boston
1978 purchased Crosby & Neal Funeral Home, Guilford
1978 purchased Neal Monument Company Guilford
1978-1981 Selectman town of Guilford
1981-1994 Town Clerk of Guilford
1985 president of the Guilford Kiwanis Club
1987 part owner Crosby & Neal Funeral Home, Dexter
1987-2009 Board of Directors Maine Funeral Directors Assn
1995 president Maine Funeral Directors Assn
1995-1998 Board of Directors National Funeral Director's Assn (NFDA)
 3 years on operations committee NFDA
 3 years on budget committee NFDA
2000-2016 treasurer Mt. Kineo Masonic Lodge
2005 established Greenville Funeral Chapel in Greenville
2013-2016 treasurer Guilford Sangerville Water District
2012-2016 Town Moderator; chairman of town budget committee
2016 sold businesses in Guilford and Greenville
2016 Now living in Bangor, semi-retired working part time Crosby & Neal, Dexter

BOATING EXPERIENCE

1987 to present owned several 25' to 40' cruisers and for 10 years a 34' sailboat.
 I had a mooring in Belfast for several years and for the past several years
 I have had a slip at the marina in Hampden

2014 to present member Penobscot Bay Sail & Power Squadron
2014 to present member of United States Power Squadron



TOWN PLANNER Job Description

Reports to: Town Manager

Supervises: Administrative Assistant

Position Grade: 18

The Town Planner position is responsible for the administration of a major department of the Town regarding development services including establishing a streamlined permitting process, planning, zoning, grants administration, economic development, and coordination with Town personnel and officials. The Town Planner is expected to be a resourceful problem solver, and have an entrepreneurial approach to enhancing development opportunities consistent with the Town's policy objectives. Responsibilities include:

Staff Planning Board and process applications for site plans, subdivisions & developments including:

- Attend regular and special meetings of the Planning Board
- Regular coordination and communication with Planning Board Chair
- Prepare, distribute and post to website meeting agendas and packets
- Prepare public notice requirements for all agenda items
- Review development proposals for compliance with Town ordinances and regulations
- Act as liaison with Department of Public Works and other staff as appropriate for peer review of applications as required
- Establish and monitor peer review escrow accounts for project review and construction oversight, including closing out accounts upon project completion
- Process Improvement Guarantee vehicles (bonds, letter of credit, cash, etc.) and monitor timetable when such guarantees may be reduced/returned to the developer
- Coordinate Town Attorney review of deeds/easements as required for development projects
- Prepare information and staff reports for Planning Board consideration related to agenda topics
- Provide information for Planning Board review and consideration from Council-directed amendments to Zoning Ordinance, Subdivision Ordinance and Shoreland Zoning Ordinance
- Prepare Planning Board Orders including Findings and Conditions for review, modification and action by the Planning Board

Staff Town Council Planning & Development Committee, including:

- Attend regular and special meetings of the Planning & Development Committee
- Regular coordination and communication with Planning & Development Committee Chair
- Prepare, distribute and post to website meeting agendas and packets
- Prepare language for Committee consideration for new ordinances or changes to existing ordinances
- Provide information related to local/state/federal laws that affect the ability of residents or developers to build or do business in Hampden
- Prepare information and staff reports for Committee consideration related to agenda topics

Coordinate and supervise the Administrative Assistant position (which, in addition to supporting planning and economic development, also supports the Town Assessor, Code Enforcement staff, and the GIS/IT Coordinator), including preparation of employee performance reviews on an annual and as-needed basis

Convene regular meetings of development review working group comprised of Town personnel involved with the development review process (i.e. public works, public safety, code enforcement)

Create and maintain a database of development projects that are in the pre-permitting, permitting, and construction stage

Work with Businesses & Residents to explain Town zoning/subdivision and other ordinance/regulatory requirements and procedures, and assist applicants in understanding the requirements and procedures

Facilitate process whereby zoning ordinance changes move from the Town Council to the Planning Board for recommendation and back to the Town Council for public hearing and approval/disapproval

Maintain accurate versions of Zoning Ordinance, Subdivision Ordinance and Shoreland Zoning Ordinance reflecting adopted amendments

Serve as liaison to the local and regional businesses community, including the Hampden Business Association, with a focus on business attraction, retention and development

Maintain familiarity with the inventory of available buildings and business and residential development sites within the community

Serve as Hampden's point of contact for proposed or potential Tax Increment Financing agreements

Serve as liaison with various local, State, and Federal agencies, coordinating projects with agencies as necessary and appropriate

Respond to requests for land use data, demographics, municipal information and public records

Work with Code Enforcement staff to find solutions to problems encountered by Businesses & Residents seeking to locate/develop property in Hampden

Lead inclusive public planning processes for specific locations or districts, as assigned, to include review of zoning and other regulations and adequacy of infrastructure to support new or expanded development

May be required to staff other Town Committee or Commission meetings such as Historic Preservation Commission and others as assigned

Work with GIS Specialist to oversee preparation of maps as needed to support specific planning and/or zoning initiatives

Chair Stormwater Working Group comprised of Town staff. Responsibilities include:

- Attend meetings, or otherwise ensure Hampden representation at, Bangor Area Stormwater Group
- Oversight of and coordination with Town stormwater consultant
- Participate in stormwater management training as well as activities that assist the Town in meeting the terms of its MS4 Permit
- Lead organization of annual Stream Clean-up in conjunction with Bangor Area Stormwater Group

Act as Town Representative to Bangor Area Comprehensive Transit System (BACTS) meetings, including tracking Town of Hampden known and potential financial responsibility for programmed projects
In coordination with the Town Manager and other personnel, participate in maintenance and update of Capital Improvement Program

Prepare annual departmental budget request for submittal to Town Manager

Utilize various office machines and equipment in the delivery of service, such as computer, telephone, facsimile machine, copier, and automobile.

Keep Town Manager, Planning & Development Committee and Planning Board apprised of grants and funding opportunities to advance Town policy objectives, and pursue and administer grants as assigned

Maintain current knowledge of planning-related regulations, statutes, policies and legislation in Maine, as well as planning methods and practices within the profession, and keep the Town Manager apprised of information that is or may be of value or relevance to the Town of Hampden

Maintain Planning Department and Planning Board webpages

Maintain (or obtain) AICP certification

Other duties as assigned by the Town Manager

Last updated: June 9, 2016



4-C

MEMO

To: Angus Jennings
From: Kyle Severance
Date: 05/24/2016
Re: GIS Reserve Purchase Request – GPS Trimble Unit

Message:

One of the job responsibilities of the GIS/IT Specialist is to maintain/collect accurate geospatial data as well as use that data for the creation of maps, assignment of addresses (e911), and statistical/economic analysis. The primary tool used in the field for this purpose is the Trimble GPS unit. The current town-owned unit was purchased in 2008 and has been having severe issues over the last few years. Many times the unit's power has completely failed while out in the field. The only way to restore it is to wipe it out to factory hardware settings back at the office. When the power does not fail, the data is often corrupted and lost when trying to transfer it. This means a lot of wasted time making multiple trips from the office to do field work. The issues with the device have become so severe that it has not been used for a month. A measuring wheel has been used instead of GPS to accomplish job tasks – this is far less accurate and does not follow the proper Town e911 ordinance processes.

The new device recommended for purchase is a Trimble Geo 5T. This is the least expensive, new Trimble unit that has sub-meter accuracy. Sub-meter accuracy is needed to be able to collect data usable in GIS (but is not accurate enough to be used in survey). The device is \$3,295.00. No additional equipment or software is needed as the current Trimble software, antenna, and backpack are compatible with the new unit.

Questions and/or suggestions are welcomed. Thank you for your consideration,

Kyle Severance
GIS/IT Specialist, Town of Hampden

STORMWATER 101

MDEP MS4 Program Updates

2016

Phil Ruck, P.E., President

Stillwater Environmental Engineering, Inc.



MDEP/EPA Storm Water Program

- ☞ Hampden is a regulated MS4 community
 - ◆ Priority Watershed: Sucker Brook
- ☞ Current MS4 Permit expires June 30, 2018
 - ◆ Now at the end of PY3 of five year permit
- ☞ Required Stormwater Management Plan



MS4 Permit Update

☞ MDEP MS4 Program Audit in Hampden 6/7

- ◆ Went extremely well!
- ◆ Minimal issues identified
- ◆ Follow-up report in ~ six weeks

☞ Current Issues

- ◆ “New Normal” for regulated MS4s
- ◆ New MS4 Permit from EPA in MA
- ◆ MDEP is requesting initial comments from regulated MS4’s in the next year



Team Approach

☞ Hampden SW Management Team

- ◆ Town Manager
- ◆ Public Works
- ◆ Code Enforcement
- ◆ GIS/IT
- ◆ Public Safety
- ◆ SEE



Minimum Control Measures (MCMs)

- ☞ Public Education and Outreach
- ☞ Public Involvement and Participation
- ☞ Illicit Discharge Detection and Participation
- ☞ Construction Site SW Runoff Control
- ☞ Post-Construction SW Management
- ☞ Pollution Prevention and Good Housekeeping



Hampden SMP – MCM 1

- ☞ Public Education and Outreach (BASWG)
 - ◆ Stormwater Awareness Plan (Statewide)
 - ◆ Stormwater Behavior Change Plan (Regional)
 - Lawn and Garden Care
 - ◆ Municipal Outreach Plan (Town-specific)
 - ◆ Targeted BMP Adoption Plan (Regional)
 - Chloride



Hampden SMP – MCM 2

Public Participation and Involvement (BASWG)

◆ PY3 Stream Cleanup

- 80 volunteers picked up 35 bags of trash on 5/7/16

◆ PY3 Stenciling Event

- Stenciled 70 storm drains and hung 50 pamphlets on 10/27/15



Hampden SMP – MCM 3

☞ Illicit Discharge Detection and Elimination

◆ Storm Sewer System Inspections

- 82 outfalls inspected
- 417 Catch Basins inspected
- 21 Open Ditches inspected

◆ Storm Sewer System Map

- GIS updates in progress

◆ Electronic Data Management



Hampden SMP – MCM 4

☞ Construction Site Runoff Control

◆ BMP Inspection and Maintenance

- Erosion Control
- Sedimentation Control
- Outfall Protection

◆ No construction in urbanized area in PY3

- Business Park and Apostolic Church outside UA



Hampden SMP – MCM 5

☞ Post-Construction SW Management

- ◆ Projects greater than 1 acre in UA
- ◆ BMP Inspection and Maintenance
 - Two Post Construction Inspections in PY3:
 - Marina Park
 - Chickadee Hill



Hampden SMP – MCM 6

☞ Pollution Prevention and Good Housekeeping BMPs

- ◆ Alternative Products
- ◆ Automobile Maintenance
- ◆ Hazmat Storage
- ◆ Parking Lot and Street Cleaning
- ◆ Storm Drain System Cleaning
- ◆ Spill Response and Prevention
- ◆ Vehicle Washing

☞ O & M training in May



Bangor Area Storm Water Group (BASWG)

- Formed to Collaborate on SW Management Issues in the Bangor Region (2003)
- Think Blue Media Campaign
 - TV Ads (Rubber Duckies!)
 - Radio Ads
- Bangor Garden Show
- Regional Stream Cleanup Events each Spring





Questions?

