

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday October 17th, 2016

6:00 p.m.

Hampden Town Office

1. Meeting Minutes – October 3rd, 2016
2. Review & Sign Warrants
3. Old Business
 - a. Update on the status of initiative to pursue site survey, engineering and DEP permitting for potential additional parking and athletic fields at the Lura Hoit Pool site – *Angus Jennings, Town Manager*
4. New Business
 - a. Council review and approval of proposed FY17 Service Charges – recommended by Kelly Karter, Tax Assessor
 - b. Consideration of proposed Council Order 2016-03 establishing Confined Space Entry Policy – recommended by DPW Director Carrier
 - c. Consideration of the proposed Business Park TIF professional fee reimbursement agreement – referral from Planning & Development Committee
 - d. Consideration of the proposed Business Park TIF professional scope of services – referral from Planning & Development Committee
 - e. Consideration of proposed allocation of up to \$15,000 in Emera TIF funds to support an economic market study – referral from Finance Committee
 - f. Consideration of proposed amendments to Driveway/Entrance Culvert Policy – referral from Infrastructure Committee
 - g. Request for referral to public hearing a proposed amendment to the Outdoor Facilities Ordinance to prohibit “vaping” – referral from Services Committee

- h. Request for authorization to use up to \$5,000 in funding from the Emera TIF for the purpose of providing matching funds for the broadband grant.

5. Public Comment

6. Committee Member Comments

7. Adjournment

FINANCE & ADMINISTRATION COMMITTEE MEETING

Monday October 3rd, 2016

MINUTES – DRAFT

Hampden Town Office

Attending:

*Councilor Greg Sirois, Chair
Mayor David Ryder
Councilor Mark Cormier
Councilor Terry McAvoy
Councilor Stephen Wilde
Councilor Dennis Marble
Councilor Ivan McPike*

*Town Manager Angus Jennings
Town Attorney Ed Bearor
Resident Walt Kurowski
Resident James Lee
Resident Lisa Carter
Residents*

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

1. **Meeting Minutes – September 19th, 2016** – *There was a motion and a second to approve the minutes as written. Approved 7-0.*
2. **Review & Sign Warrants** – *Warrants were reviewed and signed by Committee members.*
3. **Old Business** – *None.*
4. **New Business**
 - a. **MRC Board of Directors Election – Candidate nomination form** – *Mayor Ryder reported that both Councilor McPike and Councilor Wilde have expressed interest in being nominated to serve on the Board of Directors for the Municipal Review Committee. There was discussion regarding whether the Council could put forward two nominees, but neither the Town Manager nor the Town Attorney knew whether this would be permitted under the MRC Board Bylaws. There was a motion by Councilor Marble seconded by Councilor Sirois to recommend that the Council nominate Councilor McPike. The vote passed 4-3 with Councilors McAvoy, Cormier and Wilde opposed.*
 - b. **Review of rules of procedure under Robert's Rules of Order for Motions to Reconsider** – *Manager Jennings presented is memo in the packet stating that the Motion to Reconsider at the previous Finance Committee meeting had been accepted without receiving a*

second or a vote. Attorney Bearor provided background regarding Robert's Rules of Order as it relates to Motions to Reconsider. He noted that the Town Council Rule #11 does not specify that a second and vote is needed, but this is not specified in many other areas of the Rules but is how motions are generally handled. He noted that the Council Rules #19 reference Robert's Rules. Councilor Marble said this should be clarified. Attorney Bearor said that a second and vote is part of the Council's standard procedures.

Councilor McAvoy said he does not feel the language is ambiguous, and that it does not specify the need for a second or vote. Councilors Marble and Sirois said that the normal process includes a second and a vote. Resident Walt Kurowski of 96 Patterson Road said he thinks it is unfortunate that the meeting is combative.

Manager Jennings said that it is important for the Committee to decide what procedure it will apply so that this does not cause confusion in anticipation of future Motions to Reconsider. Councilor Marble asked whether, if the Council Rules are ambiguous, this would revert to Robert's Rules and Attorney Bearor said yes.

Councilor Marble made a motion to recommend that the Council adopt clarification to the Council Rules that Rule 11 and that motions referenced in any other rule that does not specify otherwise would require both a second and a vote to take effect. Councilor McPike seconded the motion. However Councilor McAvoy pointed out Council Rule #14 which states that the Council Rules cannot be dispensed with without unanimous consent, and that the Rules cannot be amended if advance notice was not provided on the prior meeting agenda. Manager Jennings and Attorney Bearor agreed.

Councilor Wilde expressed concern that the Council had already revised the Rules many times. Councilor Marble said that he doesn't see it as a change to the Rules so much as a clarification.

- c. Discussion on borrowing terms for November referendum questions** – *Manager Jennings said that he recommended basing the Treasurer's Report related to the proposed borrowing Ballot Questions on the November election on ten year borrowing, rather than 15 years. Motion by Mayor Ryder seconded by Councilor Marble to support this recommendation, and the motion passed 7-0.*
- d. Request for Councilor disclosure statements for any potential or perceived conflict or special interest under Section 3.5.F.3 Code of Ethics Ordinance-** *requested by Councilor McAvoy – Councilor McAvoy said that he had asked for this item to be on the agenda in*

hopes of reviewing all Councilors' disclosure forms, and stated that he thinks that Councilor Sirois has a conflict of interest relative to potential additional ballfields due to Councilor Sirois' wife's position as President of the Bronco Travel Soccer Club (BTSC) Board of Directors. He made a motion to recommend that the Committee find that Councilor Sirois is ineligible to participate due to a conflict of interest, and Councilor Cormier seconded the motion.

Councilor McAvoy referred to language in the 2015 Recreation Plan, page 17, referring to a priority to develop sports fields due to the potential loss of the fields at the H.O. Bouchard site. He said that Town Recreation programs did not make use of the Bouchard fields, and that the fields were only used by BTSC, so the loss of those fields shouldn't affect the Town's need for fields.

Councilor Wilde said he did not think there was an actual conflict but wished to avoid the appearance of a conflict so would support the motion.

A vote was taken and the motion failed 3-4 with Councilors Sirois, McPike, Marble and Mayor Ryder opposed.

After the vote a resident asked whether the Town Attorney had a position on this matter. Attorney Bearor said that what he's heard does not suggest to him a conflict because there is no financial benefit. He referred to a statutory standard for conflict that references an ownership interest. He said the question, to him, is bias, and whether a Councilor can consider a matter without bias.

Councilor McAvoy referred to language in the Ethics Ordinance regarding a "financial or special interest" which is not shared by the general public. Councilor Marble said that he reads the same language to support the finding that there is not a conflict of interest because additional playing fields would benefit the general public. Councilor McAvoy said that the Fees Ordinance provides for recreational facility rental fees for Affiliated Programs to be determined by negotiation, and said that no one else gets to negotiate their fee.

- e. Reconsideration of request for authorization for cutting, stumping, grinding, permitting and site preparation on the Lura Hoit Pool site for the purpose of additional recreational fields and parking – Manager Jennings summarized the procedural history of this matter. Mayor Ryder made a motion to recommend that the Council approve authorization for cutting, stumping, grinding, permitting and site preparation on the Lura Hoit Pool site for the**

purpose of additional recreational fields and parking, and Councilor Marble seconded the motion.

Councilor Wilde said that this process has been trying, and said we ought to put this on a long-term capital planning program. He said he would like to see exactly what the Council is proposing to do and what it would cost prior to acting. He raised concern that if the land was stripped and no money was approved to complete the work it would be a bad outcome. He said that he could not support this without seeing the whole plan.

Mayor Ryder asked Councilor Wilde whether he'd be more comfortable if the work was limited to site survey and DEP permitting. Councilor Wilde said there are many questions that haven't been taken up yet such as lighting, irrigation, electricity. He said the range of costs is wide because we don't know specifics. He said there should be a cooling off period.

Councilor Marble said that the wording of the motion is not ideal, but said we've been aware of the need for field space for two years and we're recommending to analyze what we have and what we don't have. He said that this motion would provide staff with general guidance, which staff would then carry out.

Councilor McAvoy asked Manager Jennings whether he considered this a capital project. Manager Jennings said that it is his opinion that the project as a whole would be a capital improvement because it would add lasting value to a Town asset. Councilor McAvoy noted requirements in the Town Charter for capital planning that have not been met, and asked Manager Jennings if we should not pay attention to the Town Charter. Manager Jennings said he did not say that, but he cautioned against the "perfect becoming the enemy of the good," noting that the Council had adopted a Capital Program in June for the first time in many, many years. He said that he does not think the Capital Program is perfect but that it's far better than has been done for many, many years. He noted that the Town has proceeded with many capital projects over many years without even having adopted a Capital Program, which the Charter requires to take place annually.

Resident James Lee of 383 Sawyer Road said that the current Town fields are not properly maintained, yet taxes increased and sewer rates went way up. He said he is in favor of more parking, but does not want to pay more taxes. He said we should improve what we already have, and wait until there is a clear-cut plan with costs prior to going forward with additional fields.

Mayor Ryder said that part of this effort is to provide more parking to address existing parking problems both at the Municipal Building during elections and at the fields. He said that tearing the current fields up to replace them is not an option because they would be unavailable for use, and his preference is to proceed piece by piece by budgeting a small amount of money every year. He said we may not get beyond one additional field, but that if we don't go forward we won't get anything done. He said that proceeding with a detailed plan with cost estimates will cost a lot of money.

Mr. Lee said that detailed plans would be needed in order for contractors to bid on work.

Mayor Ryder said that something needs to be done about parking and that this will require the cutting of trees. Mr. Lee said he thinks the Municipal Building parking is underutilized for the athletic fields.

Resident Lisa Carter said she doesn't know if DEP will let the Town put in parking and Mayor Ryder said it requires DEP approval. Mrs. Carter said that a procedure needs to be followed and that money would be needed for DEP permitting. She asked why it would make sense to cut wood before we know what DEP will allow.

Manager Jennings discussed the required DEP permitting process and said that site survey and engineered plans, including for stormwater management, would be required to navigate that process. Mayor Ryder agreed, and said that the engineering, survey and design costs could use all of the money that's being considered. Mrs. Carter asked why the vote wasn't limited to those items. Mayor Ryder said that activities below an acre of disturbance do not need DEP approval. He said that the DEP permitting process alone could cost \$25-30,000. Mrs. Carter expressed concern about waiving the bid process and cutting trees.

Chairman Sirois called for a vote on the original motion to refer this matter to Council and the motion passed 4-3 with Councilors Wilde, Cormier and McAvoy opposed.

- f. Request for Councilor disclosure statements for any potential or perceived conflict or special interest under Section 3.5.F.3 Code of Ethics Ordinance – requested by Councilor McAvoy – This item was not taken up due to the length of the meeting and the start of the Council meeting.**
- g. Consideration of request to use Recreation Area reserve funds (account number 3-767-00), for the purpose of site work for**

additional recreational fields (up to \$50,000) and wetlands delineation and DEP permitting for additional parking (up to \$30,000), both at the Lura Hoit Pool site – *This item was not taken up due to the length of the meeting and the start of the Council meeting.*

- h. Request for Councilor disclosure statements for any potential or perceived conflict or special interest under Section 3.5.F.3 Code of Ethics Ordinance – requested by Councilor McAvoy – *This item was not taken up due to the length of the meeting and the start of the Council meeting.***
- i. Request for Council waiver of the bid procedure guidelines for authorized activities at the Lura Hoit Pool site – *This item was not taken up due to the length of the meeting and the start of the Council meeting.***
- j. Review and approval of proposed FY17 Service Charges – *This item was not taken up due to the length of the meeting and the start of the Council meeting.***
- k. Consideration of proposed Council Order 2016-03 establishing Confined Space Entry Policy – *This item was not taken up due to the length of the meeting and the start of the Council meeting.***
- l. Consideration of the proposed Business Park TIF professional fee reimbursement agreement – *This item was not taken up due to the length of the meeting and the start of the Council meeting.***

5. Public Comment – *None.*

6. Committee Member Comments – *None.*

7. Adjournment

Because the meeting had already extended past the scheduled start time of the Town Council meeting, the meeting was adjourned at 7:15 p.m.

Respectfully submitted –
Angus Jennings, Town Manager

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Town Council
Administration & Finance Committee

FROM: Angus Jennings, Town Manager

DATE: September 27, 2016

RE: Recommended approval of FY17 Service Charges

The attached service charge calculations are brought forward for Council review and approval. The Service Charge is calculated based on the formula set forward in Sec. 4 of the Service Charge Ordinance, a copy of which is attached.

Last year, a question arose regarding whether the Assessor's determination of charges takes into account the organization's prior year's gross annual revenues. The answer is no, not at this stage of the process. An organization's gross annual revenues are not considered in calculating the Service Charge; rather, an organization may petition the Council to reduce its Service Charge to ensure that it does not exceed 2% of the organization's gross annual revenues. (See Sec. 6 of the Ordinance).

In the event that one or more organizations seek a reduction in their Service Charge, the organization would be required to submit an audited financial statement of its prior year's operations, and the 2% limitation on Service Charge would be based on that amount.

Upon Council approval, Service Charges will be levied in the amounts indicated (attached).

cc: Kelly Karter, Assessor

Town of Hampden
RECEIVED

SEP 26 2016

Office of the
Town Manager

To: Angus Jennings, Town Manager
From: Kelly Karter, Assessor *Kelly*
RE: Service Fee Calculations
Date: September 26, 2016

Following is a listing of the calculated service fees that apply to residential property according to our Service Fee Ordinance.

I have added wording to the billing regarding the financial information for each entity as of June 30, 2016, per Tom Russell's suggestion.

Acadia Hospital dba Aspenledge is back in the listing this year as they are occupying and using the facility, making it exempt from taxation

The list is as follows:

Penquis Mental Health	\$ 1,992.51
Community Housing of Maine	\$ 2,145.78
OHI George St.	\$ 2,139.36
OHI Patterson Rd.	\$ 1,662.39
Medical Care Development	\$ 5,386.85
The Housing Foundation	\$22,507.11
Acadia Hospital Corp/Aspenledge	\$ 4,008.60
Total Service Fees	\$39,842.57

These fees have been calculated according to the ordinance. Some will change once the financials are submitted.

MEMO

To: Angus Jennings, Town Manager

From: Kelly Karter *Kelly*

Date: September 26, 2016

Subject: Penquis Mental Health Service Charge

In accordance with the Service Charge Ordinance approved by the Hampden Town Council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: Penquis Mental Health

**Property Location: 1012 Carmel Road North
Hampden, Maine 04444**

**Legal Description: Map 1 Lot 31-A
Book 11872 Page 215**

2013 Municipal Budget	\$ 7,617,880 (Original Budget Less Gen. Asst. of \$10,000)
Divided By Total Valuation	\$646,097,160 (=0.01179)
Times the Just Value	\$ 169,000
Service Charge Due	\$ 1,992.51

MEMO

To: Angus Jennings, Town Manager

From: Kelly Karter



Date: September 26, 2016

Subject: Community Housing of Maine

In accordance with the Service Charge Ordinance approved by the Hampden Town Council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: Community Housing of Maine

Property Location: 177 Canaan Road
Hampden, Maine 04444

Legal Description: Map 5 Lot 27-A
Book 10137 Page 137

2016/2017 Municipal Budget \$ 7,617,880 (Original Budget Less Gen. Asst. of \$6,000)

Divided By Total Valuation \$646,097,160 (=0.01179)

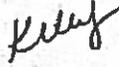
Times the Just Value \$ 182,000

Service Charge Due \$ 2,145.78

MEMO

To: Angus Jennings, Town Manager

From: Kelly Karter



Date: September 26, 2016

Subject: OHI

In accordance with the Service Charge Ordinance approved by the Hampden Town Council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: OHI

Property Location: 35 George St
Hampden, Maine 04444

Legal Description: Map 23 Lot 70-C
Book 9404 Page 115

2013 Municipal Budget \$ 7,617,880 (Original Budget Less Gen. Asst. of \$6,000)

Divided By Total Valuation \$646,097.160 (=0.01179)

Times the Just Value \$ 184,000

Service Charge Due \$ 2,169.36

MEMO

To: Angus Jennings

From: Kelly Karter *Kelly*

Date: September 26, 2016

Subject: OHI

In accordance with the Service Charge Ordinance approved by the Hampden Town Council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: OHI

Property Location: 143 Patterson Road
Hampden, Maine 04444

Legal Description: Map 5 Lot 39
Book 9144 Page 102

2016/17 Municipal Budget \$ 7,617,880 (Original Budget Less Gen. Asst. of \$6,000)

Divided By Total Valuation \$646,097,160 (=0.01179)

Times the Just Value \$ 141,000

Service Charge Due \$ 1,662.39

MEMO

To: Angus Jennings, Town Manager

From: Kelly Karter *Kelly*

Date: September 26, 2016

Subject: Medical Care Development; DBA Hampden Meadows

In accordance with the Service Charge Ordinance approved by the Hampden Town Council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: Medical Care Development; DBA Hampden Meadows

Property Location: 1282 Kennebec Road
Hampden, Maine 04444

Legal Description: Map 1 Lot 23-A
Book 5818 Page 81

2013 Municipal Budget \$ 7,617,880 (Original Budget Less Gen. Asst. of \$6,000)

Divided By Total Valuation \$646,097,160 (=0.01179)

Times the Just Value \$ 456,900

Service Charge Due \$ 5,386.85

MEMO

To: Angus Jennings, Town Manager

From: Kelly Karter *Kelly*

Date: September 26, 2016

Subject: The Housing Foundation

In accordance with the Service Charge Ordinance approved by the Hampden Town Council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: The Housing Foundation

Property Location: 113 Western Avenue
Hampden, Maine 04444

Legal Description: Map 31 Lot 8
Book 4249 Page 321

2016/2017 Municipal Budget \$ 7,617,880 (Original Budget Less Gen Asst of \$6,000)

Divided By Total Valuation \$646,097,160 (=0.01179)

Times the Just Value \$ 1,909,000

Service Charge Due \$22,507.11

MEMO

To: Angus Jennings, Town Manager

From: Kelly Karter *Kelly*

Date: September 26, 2016

Subject: Acadia Hospital Corp.; DBA Aspenledge

In accordance with the Service Charge Ordinance approved by the Hampden Town council on May 18, 1992, I submit the following calculations for the 2016/2017 fiscal year.

Property Owner: Acadia Hospital Corp.; DBA Aspenledge

Property Location: 25 Mayo Road
Hampden, Maine 04444

Legal Description: Map 6 Lot 29-A
Book 5027 Page 71

2012 Municipal Budget \$ 7,617,880 (Original Budget Less Gen. Asst. of \$6,000)

Divided By Total Valuation \$646,097,160 (=0.01179)

Times the Just Value \$ 340,600

Service Charge Due \$ 4,008.60

TOWN OF HAMPDEN

SERVICE CHARGE ORDINANCE

Sec. 1. Authority. This Ordinance is enacted pursuant to 30-A M.R.S.A. § 3001 and 36 M.R.S.A. § 652(1)(L).

Sec. 2. Purpose. The purpose of this Ordinance is to establish an annual service charge to recover the cost of providing municipal services, other than education and general assistance, to owners and/or occupants of certain institutional and organizational real property which is otherwise exempt from state or municipal taxation.

Sec. 3. Creation of Service Charge. An annual service charge is hereby established, effective with the municipal fiscal year commencing on July 1, 1992. The service charge shall be levied by the municipal officers against all residential property owned by an organization or institution if the property is otherwise totally exempt from property taxation and is used to provide rental income. The service charge shall not apply to student housing or parsonages.

Sec. 4. Calculation of Service Charge. The service charge shall be calculated according to the actual cost of providing municipal services to the property in question and the persons who use that property. Municipal services shall include, without limitation, the following: fire protection, police protection, road maintenance and construction, traffic control, snow and ice removal, sewer service, sanitation services, and any other services. For the purpose of this Ordinance, municipal services shall not include education and general assistance. The service charge for each property shall be determined in accordance with the following formula:

$$\frac{B}{V} \times JV = SC$$

where:

B = Budget for the current fiscal year for municipal services, except education and general assistance

V = Total taxable valuation of municipality for the current fiscal year

JV = Just Value of property in question

SC = Service Charge of property in question.

The Assessor shall provide the municipal officers with the following information at the time of the annual tax commitment: (1) list of property to which a service charge is applicable under this ordinance, (2) total taxable valuation of the municipality for the current fiscal year, and (3) the just value of the properties in question. The Town Manager shall provide the municipal officers with the amount of the budget for municipal services for the current fiscal year, along with a proposed service charge for each property based on the foregoing formula.

Sec. 5. Levy of Service Charge. The municipal officers shall levy the annual service charge on the tax exempt property subject to a service charge under this Ordinance, and shall establish a due date for payment of the same. The Treasurer shall send a statement to every affected property owner setting forth the amount of the service charge levied on the subject property.

Sec. 6. Limitation on Service Charges. The total service charges levied by the municipal officers under this Ordinance against any institution or organization shall not exceed 2% of the gross annual revenues of that institution or organization. Provided, however, that in order to qualify for the foregoing limitation, the institution or organization shall file with the municipal officers an audit of the revenues of the institution or organization for its last fiscal year which ended immediately prior to the municipal fiscal year for which the service charge was levied. The municipal officers shall abate the service charge amount that is in excess of 2% of the gross annual revenues.

Sec. 7. Collection. Unpaid service charges shall be collected in any manner available to the municipality, including, without limitation, the procedure provided in 38 M.R.S.A. § 1208, as may be amended from time to time.

Sec. 8. Use of Revenues. Revenues accrued from service charges shall be used, as much as possible, to fund the cost of providing the municipal services which were considered in calculating the service charges.

Sec. 9. Appeals. Any institution or organization may challenge the decision of the municipal officers to levy a particular service charge or the amount of a particular service charge by filing an appeal with the Board of Assessment Review. Such appeals shall be filed in writing with the Town Clerk within 60 days of the date on which notice is provided to the institution or organization by the Treasurer under Sec. 5 above indicating the amount of the service charge levied by the municipal officers. The Board of Assessment Review shall conduct a public hearing on the appeal and shall issue a written decision thereon within 60 days of the date that the appeal was filed with the Town Clerk. Failure to issue a decision on an appeal within 60 days of the date the application was filed shall be deemed to

be a denial thereof. The appeal shall be processed in accordance with all applicable laws or ordinances, and such rules of procedure as may be established by or for the Board of Assessment Review. Any decision by the Board may be appealed to Superior Court by an aggrieved party pursuant to Rule 80B of the Maine Rules of Civil Procedure.

Sec. 10. Severability. Should any provisions of this Ordinance be declared invalid by the Courts, such decision shall not invalidate any other provision of this Ordinance.

Adopted By Hampton Town Council: 5/18/12

Finance 4-b

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Finance Committee and Town Council
FROM: Angus Jennings, Town Manager
DATE: September 29, 2016
RE: Proposed Confined Space Entry Policy

DPW Director Currier, working with Public Safety Director Rogers, has recommended the attached Confined Space Entry Policy.

This policy would simply codify current practice. At this time, no Town staff have the proper equipment or training to conduct confined space entries. Director Currier advises that the training requirements are substantial.

If the Town's capacity to perform such entries changes in the future this proposed policy could be revisited at that time.

David I. Ryder (Mayor, Dist. 4)
Stephen L. Wilde (1)
Dennis R. Marble (2)

TOWN OF HAMPDEN
IN THE TOWN COUNCIL

Terry McAvoy (3)
Gregory J. Sirois (A/L)
Mark S. Cormier (A/L)
Ivan P. McPike (A/L)

Order 2016-03

Adoption: October 03, 2016

ORDER ESTABLISHING CONFINED SPACE ENTRY POLICY

BACKGROUND: The Town of Hampden has multiple types of confined spaces that need servicing from time to time. Any repairs, maintenance or inspection (by entry) to a confined space shall be completed by outside contractors, not Town employees.

A "confined space" is defined as a space large enough and so configured that an employee can bodily enter and perform assigned work; and has limited or restricted means for entry or exit; and is not designed for continuous employee occupancy.

ORDERED, that the Town Council hereby approves the following policy to govern confined space entry:

No confined spaces (permitted or non-permitted) shall be entered by a Town of Hampden employee for any reason other than for emergency rescues by properly trained public safety personnel with the proper rescue equipment. Confined spaces needing attention will be entered by hired contractors with the proper training and equipment (gas meter, ventilators, fall protection, retrieval devices, etc.) to do the confined space entry.

This Order may be modified or rescinded in the future by Council vote based on changes to Town of Hampden equipment and/or training.

Town Clerk:

ORDERED by a majority of the Town Council:

Paula Scott

Finance 4-c

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Finance Committee and Town Council

FROM: Angus Jennings, Town Manager

DATE: September 29, 2016

RE: Business Park TIF

Please find attached the proposed Scope of Services and Professional Fee Reimbursement Agreement for the Business Park TIF. The Scope of Services was reviewed and referred by the P&D Committee at their September 21 meeting. The Professional Fee Reimbursement Agreement will be reviewed by the Finance Committee this Monday and, upon their referral, taken up by the Council the same evening.

As you know, pursuant to the Development Agreement between the Town and Sargent Corp., the costs for consultant and legal fees for the TIF will be borne by Sargent; however, the Town would be Rudman Winchell's client for this project, and would handle invoices through an escrow account funded by Sargent.

The Scope of Services reflects input from me, the Assessor, the Town Planner, and Rudman Winchell. I shared this latest draft with Chip Laite and Brent Hartley at Sargent Corp earlier this week, and spoke with Brent this afternoon. Chip is on vacation this week so will not have the opportunity to review this draft until Monday. If Sargent would like to see revisions, we hope to get these finalized and agreed during the day on Monday so the Council can approve these documents that night. This milestone will be important to maintain the overall project timeline.

Town of Hampden Maine Professional Fee Reimbursement Agreement

This AGREEMENT is made this ____ day of _____, 2016 by and between the **Town of Hampden Maine**, a municipal corporation and body politic located in Penobscot County, Maine (hereinafter "Municipality"), and **Sargent Corporation**, a business corporation organized and existing under the laws of the State of Maine, with offices at 378 Bennoch Road Stillwater (Old Town) Maine and 489 Odlin Road, Bangor Maine, hereinafter referred to as the "Developer."

RECITALS

WHEREAS, the Municipality and the Developer have agreed to apply for designation of a tax increment financing district (the "District") within the Municipality, the adoption of a development program for the District and the execution of a credit enhancement agreement, all pursuant to Title 30-A Maine Revised Statutes, Chapter 206, for the benefit of the Developer's planned development project (the "Project");

WHEREAS, the Municipality plans to prepare and submit an application to the State of Maine Department of Economic and Community Development for approval of the District designation and a development program for the District, and anticipates engaging an outside consultant and legal counsel for that purpose; and

WHEREAS, the Municipality will incur certain costs in connection with its preparation and municipal approval of the District, the District development program and related documents and agreements and submission to DECD; and

WHEREAS, the Municipality has requested that the Developer reimburse the Municipality for the aforementioned costs, as such costs will be solely and directly attributable to the Municipality's review of the application, are not provided for in the Municipality's budgets, and should be borne by the Developer and not by the Municipality or its residents.

NOW, therefore, the Developer hereby agrees to reimburse the Municipality for reasonable expenses incurred by the Municipality in connection with the Municipality's preparation and approval of the District, the District development program and related documents and submission to DECD, up to but not exceeding Eighteen Thousand and Five Hundred Dollars (\$18,500.00) (the "Fee Cap").

1.0 REIMBURSABLE COSTS

"Reimbursable Costs" shall mean of all reasonable and documented outside professional costs, legal fees, accounting, application fees, mailing charges, travel, or other costs reasonably incurred by the Municipality in preparing and approving the District's designation and the District development program, including preparation of related documents and agreements, including credit enhancement agreements, if any. The Developer agrees to pay such Reimbursable Costs, in a cumulative amount not to exceed Five Hundred Dollars (\$500.00),

whether or not the District is ultimately approved by both the Municipality and State of Maine Department of Economic and Community Development.

2.0 MUTUAL ACCEPTANCE OF COSTS

It is understood that the Municipality has engaged Rudman Winchell to provide consulting and legal services in connection with the Municipality's review of the application ("Municipality Legal Counsel"). It is understood and agreed by the parties that the Municipality's engagement of consultant Noreen Norton and legal counsel Erik Stumpfel for these purposes and consistent with the Fee Cap is reasonable and necessary for the purposes contemplated herein.

3.0 TIMING OF REIMBURSEMENT PAYMENTS

The Developer agrees to promptly reimburse the Municipality for all Reimbursable Costs as follows. The Municipality shall submit monthly invoices to the Developer for Reimbursable Costs incurred by the Municipality during the preceding month. The Municipality's invoices to the Developer shall be based on invoices that have been received by the Municipality from Municipality Legal Counsel, or others, even though not yet paid by the Municipality. The Developer shall pay each invoice issued to the Developer by the Municipality in full, within twenty (20) days following the Developer's receipt of the invoice concerned. If Developer disagrees with any portion of an invoice, it shall notify the Municipality in writing the amount in dispute and the reason for its disagreement within twenty (20) days after receipt of the invoice, and shall pay the portion not in dispute. Developer may at any time (including up to one (1) year after the termination or expiration of this Agreement) audit or request reasonable additional supporting documentation for any invoice and the Municipality agrees to make its employees, consultants and agents available to answer Developer's questions about invoices.

4.0 REPRESENTATIONS AND WARRANTIES

4.1 Developer Representations and Warranties. Developer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) *Existence and Good Standing.* Developer is validly existing as a business corporation in the State of Maine and is authorized to do business within the State of Maine.

(b) *Approval and Authorization.* Developer has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. Developer is duly authorized to execute and deliver this Agreement and perform all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of Developer, enforceable in accordance with its terms.

4.2 Municipality Representations and Warranties. The Municipality makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) *Existence and Good Standing.* The Municipality validly exists as a political subdivision in good standing under the laws of the State of Maine.

(b) *Approval and Authorization.* The Municipality has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The Municipality has duly authorized the execution and delivery of this Agreement and the Municipality's performance of all of its duties and obligations contained herein, and, to the extent permitted by applicable law, this Agreement constitutes a valid and legally binding obligation of the Municipality, enforceable in accordance with its terms.

(c) *Lack of Relation to Municipality's Determinations.* The Developer's payments under this Agreement, which are being made at the Municipality's request, shall not influence or have any bearing whatsoever upon the Municipality's determination with respect to any application.

5.0 ENTIRE AGREEMENT

The entire Agreement between the parties with respect to the subject matter hereunder is contained in the Agreement. There are no other understandings, representations or agreements nor incorporated herein.

6.0 MODIFICATION

No waiver, alteration or modification of any of the provisions of this Agreement shall be enforced unless in writing and signed by both parties to this Agreement.

7.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with, the laws of the State of Maine, without regard to the conflict of laws provisions in such state.

8.0 NOTICES

All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight counter service, (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the parties at their respective addresses shown below or at such other address as any party may specify by written notice to the other party, or (iii) when delivered by facsimile transmission (with automatically generated confirmation of receipt) to the parties at the facsimile numbers listed below:

a. If to the Developer:

Sargent Corporation
378 Bennoch Road
Stillwater (Old Town) Maine 04489

Tel. (207) 827-4435
Fax (207) 827-6150

b. If to the Municipality:

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

Tel. (207) 862-3034
Fax (207) 862-5067

Either party may change the name(s) and or address(es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

9. MISCELLANEOUS

9.1 Exercise of Rights and Waiver. The failure of any Party to exercise any right under this Agreement shall not, unless otherwise provided or agreed to in writing, be deemed a waiver thereof; nor shall a waiver by any Party of any provisions hereof be deemed a waiver of any future compliance therewith, and such provisions shall remain in full force and effect.

9.2 Severability. In the event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

9.3 Headings and Construction. The section headings in this Agreement are inserted for convenience of reference only and shall in no way effect, modify, define, or be used in construing the text of the Agreement. Where the context requires, all singular words in the Agreement shall be construed to include their plural and all words of neuter gender shall be construed to include the masculine and feminine forms of such words. Notwithstanding the fact that this Agreement has been prepared by one of the Parties, all of the Parties confirm that they and their respective counsel have reviewed, negotiated and adopted this Agreement as the joint agreement and understanding of the Parties. This Agreement is to be construed as a whole and any presumption that ambiguities are to be resolved against the primary drafting party shall not apply.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed as of the date first written above.

**SARGENT CORPORATION
DEVELOPER**

By: _____
Name:
Title:
Duly Authorized

**TOWN OF HAMPDEN
MUNICIPALITY**

By: _____
Name: Angus Jennings
Title: Town Manager
Duly Authorized

SCOPE OF SERVICES

HAMPDEN BUSINESS PARK TAX INCREMENT FINANCING (TIF) DISTRICT

Project Summary:

Designation and approval of a municipal Tax Increment Financing (TIF) District and District development program for the Hampden Business and Commerce Park, under Title 30-A, Chapter 206, Maine Revised Statutes.

Working closely with the Town of Hampden's Town Planner, Town Assessor and other Town staff, Rudman Winchell will provide all consulting and legal services necessary to create and obtain local approval and final DECD approval of the TIF District and District development program, including any related TIF credit enhancement agreement.

Background:

In 2001 and 2002, the Town of Hampden created the Hampden Business and Commerce Park on land owned by the Town. In April 2014, the Town entered into a development agreement with Sargent Corporation and affiliated Sargent entities for completion of roads and other infrastructure in the park that remained undeveloped at that time. In return for Sargent's work, Sargent received an option to acquire certain lots in the park for \$1.00 each, upon completion of infrastructure improvements serving the lots concerned. The development agreement also provides for designation of a TIF district for the park, and a TIF credit enhancement agreement between the Town and Sargent, providing Sargent with partial reimbursement of property taxes paid on account of new taxable development on certain lots within the park.

Disclosure:

Rudman Winchell attorney Erik M. Stumpfel Esq. served as counsel to Sargent Corporation in negotiating the 2014 development agreement with the Town. Due to attorney Stumpfel's prior involvement on behalf of Sargent, provision of legal services to the Town in connection with the project is contingent on a written conflict waiver from Sargent Corporation, currently being secured.

Acceptance of this proposal by the Hampden Town Council will be deemed to constitute a conflict waiver on the part of the Town.

Specific Services:

A number of steps are necessary to designate a TIF district and obtain final approval from DECD. The Town of Hampden, through its Town Planner and other Town staff, can undertake and perform a number of these steps. We propose that the necessary steps and tasks be allocated between Rudman Winchell and the Town as follows:

(1) *Determine the area to be included in the TIF district.* Under the development agreement, the TIF District must include the business park. The District may also include other areas where the Town wants to encourage development or create TIF-funded improvements. These additional areas need not be contiguous with the Business and Commerce Park. A district map, showing the selected areas, must be prepared.

Allocation: The Town shall designate what additional areas, if any, are to be included in the TIF district, and shall provide all necessary mapping.

(2) *Prepare and write a development program.* The development program provides a description of the District and the goals and objectives of the TIF District designation. The development program also includes a list of TIF-eligible projects to be funded by the Town with the Town's share of TIF district revenues.

Allocation: The proposed development program will be prepared by Rudman Winchell economic development consultant Noreen Norton, in consultation with the Town Planner and the Town Council's Planning & Development committee.

(3) *Determine the "capture" percentage* (= the percentage of new taxable value to be included in the TIF district). For most TIFs, this figure is 100%. However Hampden, with some recent exceptions, has often limited the capture percentage to the percentage of taxes reimbursed to the project developer under a negotiated credit enhancement agreement. The capture percentage, and whether to set the percentage at a level that will generate Town TIF revenues in addition to amounts reimbursed to the developer under a CEA, are policy questions for the Town.

Allocation: Town of Hampden.

(4) *Prepare TIF revenue projections and "tax shift" calculations.* TIF revenue projections and tax shift calculations are required elements of a final TIF application to DECD. The tax shift projections measure the impact of the TIF district designation on State funding formulas and county taxes on an annual basis, for the full term of the district.

Allocation: Rudman Winchell, Noreen Norton. This shall include a presentation to the Town Council or its Planning & Development Committee (which may be a component of a larger presentation).

(5) *Prepare TIF public hearing notice and advertisement.* Maine's TIF statute requires the Town to conduct at least one advertised public hearing prior to final action by the Town Council on the TIF.

Allocation: Rudman Winchell, Noreen Norton (with review by legal counsel).

(6) *Prepare information materials for public hearing.*

Allocation: Rudman Winchell, Noreen Norton. Noreen's materials may be supplemented by Town-prepared materials.

(7) *Attend and present information at the TIF public hearing.*

Allocation: Rudman Winchell, Noreen Norton / Erik Stumpfel.

(8) *Prepare form of Town Council's approval vote.*

Allocation: Rudman Winchell, Erik Stumpfel.

(9) *Prepare minutes of TIF public hearing and Town Council vote.*

Allocation: Town of Hampden.

(10) *Prepare TIF credit enhancement agreement.* A TIF credit enhancement agreement typically refunds a portion of property taxes generated by new development in the TIF district to the project developer. In this instance, the material terms of the CEA have already been negotiated as part of the 2014 development agreement. Accordingly, the task for this project is limited to preparing a CEA document in accordance with the previously negotiated terms.

Allocation: Rudman Winchell, Noreen Norton / Erik Stumpfel.

(11) *Prepare DECD application exhibits.* Required exhibits to the final DECD application include TIF District and area maps; a certification of the District's "original assessed value" by the Town's assessor; the TIF revenue projections and tax shift calculations; evidence of compliance with the TIF public hearing requirement, including minutes of the public hearing; and an attested copy of the final approval vote by the Town Council. Copies of any approved credit enhancement agreements for the District must also be provided with the application.

Allocation: The Town will be responsible for preparing the TIF District and area maps; the assessor's OAV certificate; minutes of the TIF public hearing; and an attested copy of the Town Council's final approval vote. Rudman Winchell (Noreen Norton) will be responsible for preparing all other exhibits.

(12) *Prepare and assemble final application to DECD.*

Allocation: Rudman Winchell, with data input as needed from the Town.

(13) *Pre-meeting with DECD to vet (Smitty: "test drive") the application; additional meetings with DECD as necessary.*

Allocation: Rudman Winchell, Noreen Norton / Erik Stumpfel, including advance notification of the meeting to the Town Manager.

(14) *Legal review and advice, as needed.*

Allocation: Rudman Winchell, Erik Stumpf

Compensation:

All consulting and legal services for the project will be provided at Rudman Winchell's standard municipal rate of \$175 per hour, with a total project "not-to-exceed" cap of eighteen thousand dollars (\$18,000.00).



Town of Hampden
Land & Building Services

Memorandum

To: Angus Jennings, Town Manager
From: Karen M. Cullen, AICP, Town Planner *KMC*
Date: October 13, 2016
RE: Market Study Follow-up

As a follow up to previous discussions on the market study, particularly as discussed with the staff of Bangor and Brewer on 9/20 and at the 9/21 P&D Committee meeting, I spoke with Tanya Emery, Director of Community & Economic Development for Bangor to see if Bangor is still interested in participating with Hampden on a market study. She told me that she has too many higher priority projects going on at the moment and cannot allocate the resources (time or money) to pursue a market study at this time.

The P&D Committee gave clear direction to staff at the 9/21 meeting to move forward as quickly as possible with this study, as it will provide much needed information and will allow us to build relationships with the community that will enhance our ability to attract new businesses to town. Since Brewer had indicated they are not interested in working with us on Phase 1 of a market study given that they recently completed a similar study, and Bangor has now indicated they are not prepared to move forward at this time in a coordinated effort with Hampden, my recommendation is to bring a request for allocation of \$15,000 from TIF funds for the purpose of conducting a market study to the Town Council at your earliest convenience. Once allocated we can work with vendors to establish a final scope and contract and get the work underway, preferably before the holiday season is upon us.

I will be exploring the possibility of working with the University of Maine Orono to see what research they might be able to bring to the table in support of or supplemental to the market study work described in Phase 1 of the draft scope of work we have been considering. In order to facilitate getting this important work underway, I do not think it would be wise to wait to move forward with funding allocation by the Council.

Town of Hampden

Driveway/Entrance Culvert and Underdrain Policy

Background:

Title 23SS 705 MRSA defines culvert responsibility with respect to driveway/entrance culverts. With consideration of this law and the various situations and complaints that have occurred around the state, this document has been prepared to more clearly define the specific responsibilities of Maine's taxpayers as a whole through MaineDOT, The Town of Hampden and the individual highway abutters.

A culvert is "a covered channel that carries water under a road, railway or through an embankment". In the case of a driveway or entrance culvert, it is the culvert's ability to effectively move water from one side of a driveway or entrance to the other side that is critical to protecting the Town's infrastructure (the public corridor to which the driveway or entrance connects). To the end, it is in the Town's interest to ensure that this conveyance of water is maintained. For additional information regarding required culvert sizing and material, refer to the Town of Hampden, Town Ways Ordinance. For additional information regarding State or State Aid roads, refer to the Maine Department of Transportation Driveway/Entrance Culvert Policy.

An underdrain, for the purpose of this policy, is defined as "a concealed or buried pipe with perforations through which water can enter when the water table reaches the level of the drain and water can be conveyed when the underdrain (pipe) is sloped."

Policy:

Activities performed by the Town's Public Works crew (or an approved contractor hired by the Town) with regard to driveway/entrance culverts and underdrains within the right-of-way of a Town Road shall include the following:

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- 1) When a culvert or underdrain has become plugged by natural causes, such as the gradual accumulation of debris or ice, or has failed to the point where water can no longer be effectively conveyed, the Town of Hampden is responsible for restoring adequate flow through the culvert or underdrain.
- 2) When the Town of Hampden undertakes a capital or ditching project that requires the replacement or relocation of driveway/entrance culverts or underdrains, the Town of Hampden is responsible for such culvert/underdrain replacement/relocation and driveway/entrance restoration.
- 3) When a natural event causes regional or localized flooding and washouts, causing a culvert to fail and/or a driveway/entrance to washout, the Town of Hampden will reinstall or replace the culvert (at the Town of Hampden's option) and reestablish access to the abutting property.

4) Where an underdrain has been installed by the Town in lieu of an open ditch and/or driveway entrance culvert, driveway bumps (usually due to seasonal freeze/thaw cycles) in excess of 3" (as determined by the Public Works Director) will be removed, repaired or regraded by the Town or an approved contractor hired by the Town after being notified. The driveway repair will be placed on a prioritized list and accomplished as soon as practicable.

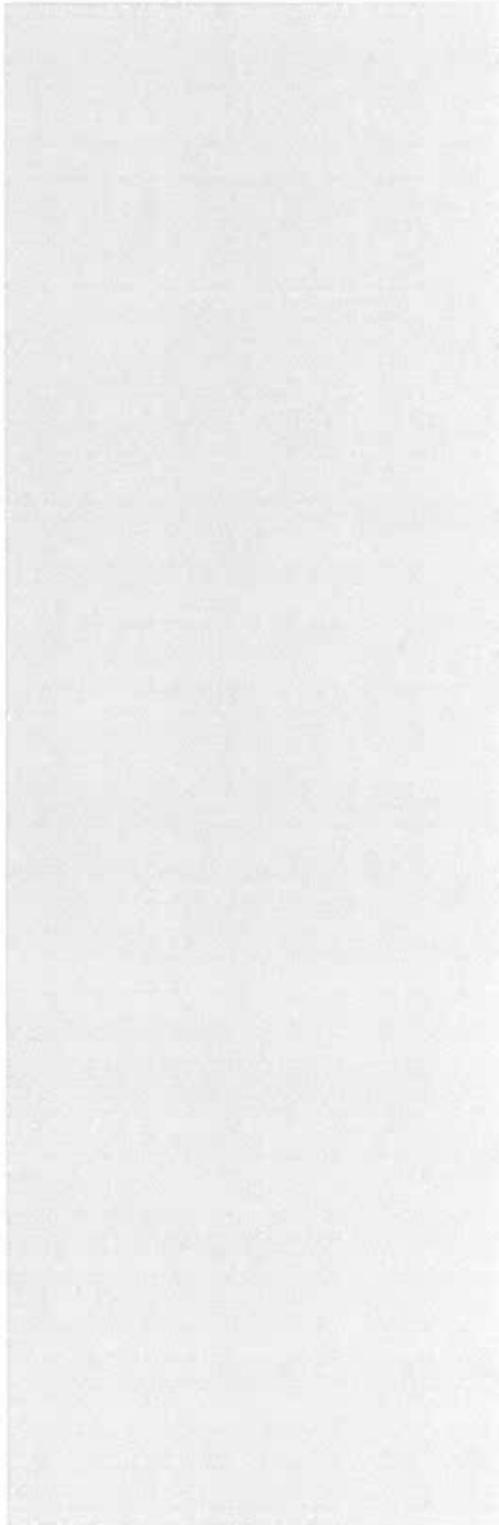
Activities that are the responsibility of the owner/abutter, in accordance with Title 23 SS 705 MRSA, shall include the following:

- 1) Culvert replacement not covered above.
- 2) Driveway repairs of any type (excepting damage caused by natural events as described above in item 3). This includes such issues as: bumps or depressions that may develop over a culvert (usually due to seasonal freeze/thaw cycles), erosion of the driveway/entrance side slopes, and potholes that may develop as the result of a deteriorating pipe prior to replacement.
- 3) Restoring flow when the culvert is obstructed, either directly or indirectly, by the actions of the abutter or their agents (such as intentionally depositing leaves, debris or plowing snow into a ditch line).

When an abutter fails to uphold their responsibilities and damage to the highway corridor has occurred or is imminent, the Town of Hampden may seek to recover its costs from the abutting owner.

Town Clerk:

APPROVED by majority of the Town Council:





memo

Town of Hampden-Recreation Department

To: Hampden Town Council-Services Committee
From: Shelley Abbott; Recreation Director
CC: Angus Jennings; Town Manager
Date: 10/5/2016
Re: Outdoor Facilities Ordinance Proposed Changes-Vaping Complaint

On, Wednesday, September 28, 2016, I received an email from a concerned parent on policy for vaping at the Lura Hoit Pool Field complex (Western Avenue Recreation Area). Apparently, during Saturday Soccer games, an adult has been vaping alongside the play field during these games. The parent expressed his concerns for this activity and asked that we do something about it.

I researched the Outdoor Facility Ordinance and visited with Hampden Public Safety and Hampden Academy Athletic Director, Mike Bisson, that day to find more about vaping and to see how this may be handled at other athletic events attended by the public.

In review of the Outdoor Facilities Ordinance, by definition, the site of complaint is included within the outdoor facility ordinance. In reviewing the substance of complaint with Hampden Public Safety, Vaping is water vapor that is inhaled when nicotine is heated up electronically by an e-cig (electronic cigarette). It contains no tobacco products. Additional language would be needed to be inclusive of this additional substance.

In reviewing the City of Bangor Public Health's website and talking to staff, currently e-cigarettes are unregulated by the US Food and Drug Administration, and there are no safety checks or requirements for what can go into an e-cigarette. Bangor Public Health staff advises however that work has begun (in May of 2016) toward the creation of regulations for e-cigarettes by the FDA. The State of Maine requires sales of these devices to adult 18 years and older only.

Also notably, in October of 2015, the State of Maine added language to state laws regarding use of e-cigarettes in public places. The 2015 law includes e-cigarettes in the definition of smoking



memo

for the purpose of restrictions in public places. Restaurants and bars in Maine have been smoke-free since 2004, and outdoor dining areas, beaches, playgrounds and other gathering areas in state parks have been smoke-free since 2009.

In the interest of public health, and to continue to promote healthy experiences in our public outdoor facilities in the Town of Hampden, it would be my recommendation to add one of the following to the language to the Outdoor Facility Ordinance in order to address the use of e-cigarette/vaping:

OPTION 1 (language from state law)

Article IV. Definitions

4.1 Definitions-

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

(Add) Electronic Smoking Device: "Electronic smoking device" means a device used to deliver nicotine or any other substance intended for human consumption that may be used by a person to simulate smoking through inhalation of vapor or aerosol from the device, including, without limitation, a device manufactured, distributed, marketed or sold as an electronic cigarette, electronic cigar, electronic pipe, electronic hookah or so called vape pen.

Article V. Prohibitions

(Add) 5.12 Smoking

No person shall Smoke within any outdoor facility, park, or sports field. "Smoking" includes carrying or having in one's possession a lighted or heated cigarette, cigar, or pipe, or a lighted or heated tobacco or plant product intended for human consumption through inhalation whether natural or synthetic in any manner or in any form. "Smoking" includes the use of an electronic smoking device.

* Option 1 recommended
by Services Committee 10/11/16

OPTION 2 (language from RSU 22 Policy)

Article IV. Definitions

4.1 Definitions-



memo

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

(New) Tobacco products include but are not limited to cigars, cigarettes, chewing tobacco, electronic cigarettes (e-cigarettes) and vapor devices.

Article V. Prohibitions

(Add) 5.12 Smoking

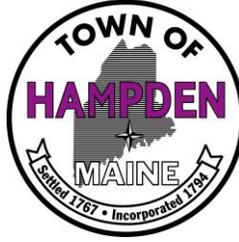
No person shall Smoke within any outdoor facility, park, or sports field. "Smoking" includes carrying or having in one's possession a lighted or heated cigarette, cigar, or pipe, or a lighted or heated tobacco or plant product intended for human consumption through inhalation whether natural or synthetic in any manner or in any form. "Smoking" includes the use of an electronic smoking device.

Additionally, I would recommend that we purchase and install signage for the Town of Hampden Outdoor Facilities inclusive of the new rules. Currently signage is in place at the Ballfield Road Softball field and VFW Ballfields. There is no signage at the Western Avenue Recreation Area, or any of the dedicated park sites to my knowledge.

The signage currently reads: No Tobacco or Alcohol permitted on (complex name).

4-h

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
Email:
townmanager@hampdenmaine.gov

TO: Finance Committee and Town Council

FROM: Angus Jennings, Town Manager

DATE: October 13, 2016

RE: Recommended allocation of TIF funds toward Broadband Study

Our grant application to conduct a Broadband Feasibility Pilot Project was awarded this week. A copy of our grant proposal is attached. The grant contains financial resources to be used for this project. Approximately \$40,000 will be available for developing four community plans, one of which will be for Hampden.

As a condition of grant receipt, each community must commit up to \$5,000 as a match to the awarded funds from ConnectME. Because a Broadband Feasibility Study was specifically identified as an eligible use in the Emera TIF, I am recommending allocation of up to \$5,000 from the Emera TIF account to be used as matching funds.



106 Western Ave
Hampden, Maine 04444

Phone: (207) 862-3034
Fax: (207) 862-5067

Contact: Kyle Severance
Email: gisit@hampdenmaine.gov
Website: www.hampdenmaine.gov

REQUEST FOR PROPOSAL:

Community Participation in a Broadband Pilot Study For

Eastern Maine Development Corporation

Authorized Signature

X 

Angus Jennings
Town Manager

September 12, 2016

Overview

The Town of Hampden is located along the West side of the Penobscot River, directly south of the City of Bangor. At 2010 census, the population of Hampden was 7,257. The Town is primarily a bedroom community of Bangor, although it maintains an active economic development agenda. Hampden maintains a 'small town feel' while providing the services often expected of larger municipalities. The location of the RSU-22 school system, including Hampden Academy, Hampden is known for having an excellent education system. On the municipal side, the Town funds the following departments: Town Office, Public Safety (Police and Fire), Public Works, Land and Building Services (Code Enforcement, Assessing, Planning, GIS, IT), Recreation, Pool, and Library.

Despite a median household income 27 percent higher than the state average (2010 census data), the Town has fallen behind the Community's demands for the availability and speed of broadband internet. The Town Council has prioritized the effort to improve broadband access to the Town's residents and businesses. In the last decade, most of the Hampden's development has occurred outside its urban area. 63 percent of the Town's population is located outside the urban area as is 92 percent of the Town's geographical area (Census 2010). Internet options outside this urban area are limited for the vast majority of these residents. A drive through these 'rural' areas reveals many residents relying on satellite internet service. Please see appendix A for map of Hampden development over the last decade.

The primary ISPs known to service the Town are TimeWarner Cable and TDS Telecom. Efforts have been made by the GIS/IT Specialist to meet with the account managers of these companies and look at options to improve the speed and reliability of the services in the municipally-owned facilities. This endeavor revealed numerous, complicated barriers revolving around broadband options in general for the Town. Although each community seeks similar goals, they face different challenges and must find different solutions to accomplish them. After these meetings, and networking with other businesses and communities at the 2016 Maine Municipal Association Tech Conference, the GIS/IT Specialist realized that Hampden is not alone in these challenges and that the first step needed is a feasibility/planning study. Bringing his findings back to the Town Manager and Town Council resulted in a unanimous vote in June 2016 to pursue this grant opportunity.

As a relatively highly populated Town adjacent to the third largest city in Maine, the Town of Hampden has a desire to collaborate with EMDC, Axiom Technology, and ISPs to seek options that can meet the current and future demands of broadband services for the community.

Summary and Description of Broadband Capacity

When the GIS/IT Specialist's employment with the Town of Hampden began on October 2013 he met with the current account manager of TDS Telecom in regard to the current town accounts and future options. At the time, and as to date, the only services the town receives from TDS are a few single copper lines supplying

fax/DSL/elevator phone service. In the summer of 2013 the Town switched phone services for all municipal facilities from TDS to OTT Communications Hosted Group. The VOIP phone system is inherently reliant on internet services; therefore, the Specialist maintained weekly contact with their only ISP, Time Warner Cable (TWC).

Despite growing need for reliable service and speeds, contact with the TWC account manager has been a challenge. Through numerous account manager changes, weekly outages, and even a three day outage at the Town Office/Public Safety, time-consuming escalations and multiple calls through transfers to various departments were required to resolve issues and maintain a functioning internet for the Town.

In the last year, the GIS/Specialist has had three separate meetings with two Verizon managers of the governments division. The Town now has a Verizon government account under the same contract as the State of Maine. The two account managers have been attentive to the Town's needs and are always open to look at options to improve productivity while being conscious of budget constraints.

No other ISPs besides other cellular carriers are known to the Town.

ConnectME site appears inaccurate for available services in the rural areas

The Town's public works garage is located on Canaan Road, approximately four miles from the Municipal Building and is supplied by TDS 10mbps DSL internet. This service is used for staff business on computer workstations, VOIP phones, and WIFI for Honeywell wireless thermostats. The speed of the service tests around 1mbps downstream (on a good day) which causes severe issues with all the services. The public works director has not been able to have a clear VOIP phone call in several months and had to partly relocate to the Town Office due to the poor service. Calls have been made to TDS to speed up the service but TDS stated in a phone call that they don't even offer the current speed at that location and only have offers for slower speeds.

The cellular internet service is also lacking on all carriers for the relatively flat geographic area in rural Hampden. Cellular GPS units in the fleet vehicles are unable to be tracked in real time. This lack of service greatly limits the features we are able to use through the Forward Thinking Systems/T-Mobile service.

On at least two occasions over the last year residents have visited the Town Office with a letter they had received from TDS stating that the internet service in their area has degraded and if they were no longer bound to an early termination fee of their contract. Many residents rely on internet for their livelihood, so they look to the town to know what their options are. Having no role in where and what private ISPs do with their service area, these residents left the Town Office with no other options than what they came in with.

When looking at available broadband services on the ConnectME mapping tool (please see appendix B), the accuracy of these data are questionable. However, if accurate, there must be ISPs out there that we do not know of.

Municipal building fiber run and 3-ring binder unbalance

The municipal building houses both the town office and public safety departments. Within these departments are Administration, Land and Building Services, Public Works, Police, and Firefighting/Paramedics. The TWC 35x5M connection services over 30 workstations, public Wi-Fi, 30 VOIP phones and various connected devices. Due to the reliability issues with the TWC internet, a Verizon cradlepoint router was installed as a redundant connection.

At the 2016 OTT Communications Lunch and Learn the GIS/IT professional investigated options for alternative internet sources. After much correspondence with the OTT account manager, the pricing of running fiber to the building was received. Even though fiber exists directly across the street, servicing the Bangor Savings Bank, it would cost the Town over \$1000 a month for the slowest connection of fiber available. This pricing was outside the means of a tight municipal budget. The average TWC bill for the building is currently \$350 a month.

When looking at fiber pricing and means of acquiring the service for the Town Office and Public Safety, the part that makes the least sense is how the 3-ring binder project fits into the scope. In the summer of 2015, the Edythe Dyer Library, located roughly half a mile off Main Rd North, was upgraded to a fiber connection that achieves over 100mbps (upstream and downstream) at no cost whatsoever. This is a great service to the Town, but if the service could be available at the municipal building it could be used to benefit the Town in many various ways. For example, the municipal building struggles to stream live video of Town Council meetings over the internet. If a fiber connection was available, the Town could keep up with the shift toward public outreach via live video. In addition to public outreach, public safety could be improved by the new technologies being implemented by the departments such as HD camera captures, interview room recordings, HD CCTV surveillance of the building, and better use of the multipurpose community room. The highly anticipated FirstNET project will undoubtedly require an upgraded source of internet.

It seems odd that the federally funded capital improvement '3 ring binder' would only focus on schools and libraries, completely leaving out all other public services.

Recently determined Town center location for purposes of planning potential zoning changes

The Town's department of Land and Building Services met with the Town Council's Planning and Development Committee on 9/7/16 to discuss the agreement of the location of the town center. The results of the discussion carry the implications of potential zoning changes for the entire Town Center geographic area. Based on the needs

found from redefining the Town's land use requirements for the future, a central town location would be a prime location to solidify and vitalize broadband for the downtown businesses, residents, and visitors.

Goals

Infrastructure expansion options

The topic of whether broadband should be treated as a utility, and whether that utility would be publically, privately, or "dark" was brought up at the 2016 MMA Tech Conference. There are infinite options comparing to the individuality of each Maine Community. The Town of Hampden is a 'bedroom community of Bangor' and their demands support growing out broadband infrastructure. The short-sighted money-making focus of private ISPs has inhibited the potential of the greater Bangor-area development. There are many options for improvement upon the existing conditions that could be uncovered by grant funding. Uninhibited professional expertise is needed to support this collaboration, as internet services are severely lagging behind all other utilities available to residents.

Digital Literacy for Residents

Surveys are needed for the opinion of residents on to whether their internet services are adequate. The Town has not developed such surveys and is currently reliant on the expertise of the grantors to develop appropriate surveys. Differentiated surveys would be preferable in order to target residents, businesses, and nonprofit organizations. The Town Manager met with the RSU-22 Superintendent recently to discuss potential collaboration on a survey, since the schools have heavily integrated laptops into their curriculum and have a "finger on the pulse" of areas where connectivity is problematic. The Superintendent was receptive to the request and RSU-22 would be a participant if this grant is awarded.

Economic development opportunities

"If you build it they will come" is a sound analogy for economic development and smart growth. Private industry and businesses constantly evaluate the current status of available utilities when looking to locate operations. Broadband has become a need like water, sewer, and power. When high speed broadband is available, it enables residents to work from home and corporations to virtualize operations. Savings in facility and travel expenses are favorable with this new movement of technology-reliant modeling. Since private ISPs rarely consider the potential of laying infrastructure before development occurs, this leaves the under-staffed and under-budgeted municipalities to bear the burden of finding 'outside the box' solutions.

Schedule

The Town of Hampden will commit to the pilot project begin date of September 15, 2016. The Town Council was briefed on the grant opportunity by the GIS/IT Specialist at a Town Council Services Committee meeting on 6/6/16 and the Council supported staff work to investigate the grant opportunity (please see appendix item C)

Identification of Community Match

Hampden has enacted several TIF agreements, and these funds would be eligible as our local match based on the terms of the TIF agreements. Upon receipt of the grant a specific allocation would be brought forward for Town Council approval (which could be as early as their September 19 meeting, pending receipt of the grant award). It is anticipated that the full \$5000 match can be supported by the Town of Hampden.

Precertification Checklist

I. Create a Community Broadband Team

Provide a list of members, including name and title:

Point of Contact: Kyle Severance, GIS/IT Specialist, Town of Hampden, email: gisit@hampdenmaine.gov

Starting employment with the Town of Hampden in Oct 2013, the GIS/IT Specialist has assisted the Town in the maintaining and improvement of all manner of technological infrastructure. While attending the University of Maine in Orono (graduated 2009), he worked as a student network technician for the University of Maine System (UMS) and Maine School and Library Network (MSLN). A large portion of the work involved facilitating the implementation of the 3-ring binder project on the front line. In the course of 4 years, he directly setup, troubleshoot, and upgraded internet systems from 56K FRAD modems, DSL, T1, dual T1, T3 ATM circuits, and fiber. Now the director of IT and GIS for the Town of Hampden, the GIS/IT Specialist has improved implementation of current technologies and adopted new technologies to leverage the benefits of productivity and efficiency to the town staff and community.

The MMA Technology Conferences of 2015 and 2016 were a great source of knowledge and professional networking. Methods of adapting new technologies to improve Town operations were a primary focus. A day of lectures from the leaders of ConnectME and various Maine communities served as a driver towards informing the Town of Hampden of the broadband opportunities. After being briefed on the GIS/IT Specialist's findings, a unanimous vote by the Town Council's Services Committee supported the further investigation of the grant opportunity. Following the updates to the Town Council, the Town Manager appointed the GIS/IT Specialist as the project lead. On August 25th, 2016, the GIS/IT Specialist attended the EMDC bidder's conference.

On behalf of the Town of Hampden, the GIS/IT Specialist is also an active member of the contract negotiations subcommittee of the Penobscot Valley Cable Television Consortium, which is working to update a Cable Franchise Agreement with TimeWarner.

Other members:

- Angus Jennings, Town Manager
- Karen Cullen, AICP, Town Planner, Town of Hampden
- Matt Thomas, Firefighter/Paramedic, Resident, Town of Hampden
- Debbie Lozito, Director, Edythe Dyer Library
- RSU 22 member – To be appointed by RSU 22 Superintendent Rick Lyons
- Hampden Business Association member – Kevin Bellerose, owner of Computer Doctor of Hampden, and resident
- Ken D'Errico – Town-run cable channel 7 videographer, and resident

II. Hold at least one Community Broadband Meeting

The Town will need guidance from EMDC/Axiom on conducting the initial survey (content and sample targets). The following methods are able to be used by the Town for the purposes of outreach, information gathering, and communications:

- Social media (Facebook)
- Cable access channel 7
- Use of GIS to mail residents in certain area or certain real estate categories
- Ability to hold large meetings (council chambers and community room)
- Regular newsletters
- Survey Monkey / Google surveys
- Outreach through RSU-22

III. Identify Key Documents/Existing Efforts

Does the community use broadband to deliver municipal services? Describe the services, and how broadband is used to deliver these services.

- Town Office
 - Live video streaming of Town Council meetings
 - Public access webGIS site with maps and documents available
 - CCTV system for entire building (12 cameras)
 - Public WIFI
 - VOIP phone system (all municipal buildings)
- Public Safety – communication with County
 - HD camera surveillance from police cruisers gets uploaded when back in the station
 - Ambulances stream vital monitoring information to hospital in Bangor over the internet
 - First Response program for fire/paramedics stream over internet
- Other Municipal facilities:
 - Pool – Same service as Municipal building
 - Public Works – lacks service
 - Library – 3 ring binder service (fiber)
 - Recreation – TWC service, challenging building for wireless
 - Three town parks – no service

Is there local or regional economic development plans in which broadband could play a role? If so, provide a list of these documents.

No official known town documents or plans pertain to broadband (closest to it is the cable franchise agreement) or focus on narrowing the digital divide.

Does the town(s) have a cable franchise agreement?

Yes, this can be found on www.hampdenmaine.gov under ordinances and policies.

Are there any on-going community projects focusing on the digital divide or information technology (public access through schools or libraries, training, improving access to broadband, etc.)?

The Edythe Dyer Library has occasional trainings for patrons that aim at narrowing the digital divide. The RSU-22 school system also has a variety of adult education courses involving computers and technology.

Is there a TIF or other economic development grant for all or part of the area to be served?

There are three active TIF agreements in Hampden: Emera, HEC-Hampden, and University Club, LLC dba Dennis Paper. Both the Emera and University Club TIF agreements generate funds toward economic development through Credit Enhancement Agreements (CEAs). These CEAs specifically identify "Broadband Feasibility Study," town-wide, as an eligible use of TIF funds.

Does the town(s) have a municipal electric company? If not, what electric utilities serve the area?

No, Emera Maine (formerly Bangor Hydro) serves the Hampden area.

IV. Identify Potential Community Anchor Institutions

- Hampden Academy
- Edythe Dyer Library
- Municipal Building (Town Office/Public Safety)
- Lura Hoit Pool

ii. Businesses – Please see appendix D for full list of Businesses

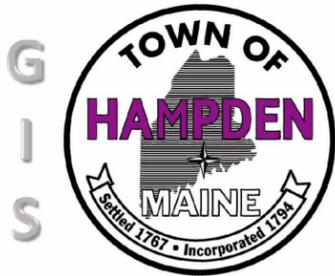
- Maine Savings
- Hannaford
- Rite Aid
- Katadhin Trust
- Dennis Paper
- Central Maine Diesel
- Clean Harbors
- Good Shepherd Food Bank
- Emera Maine
- Hampden Country Club (rural)

iii. Potential Areas in Need

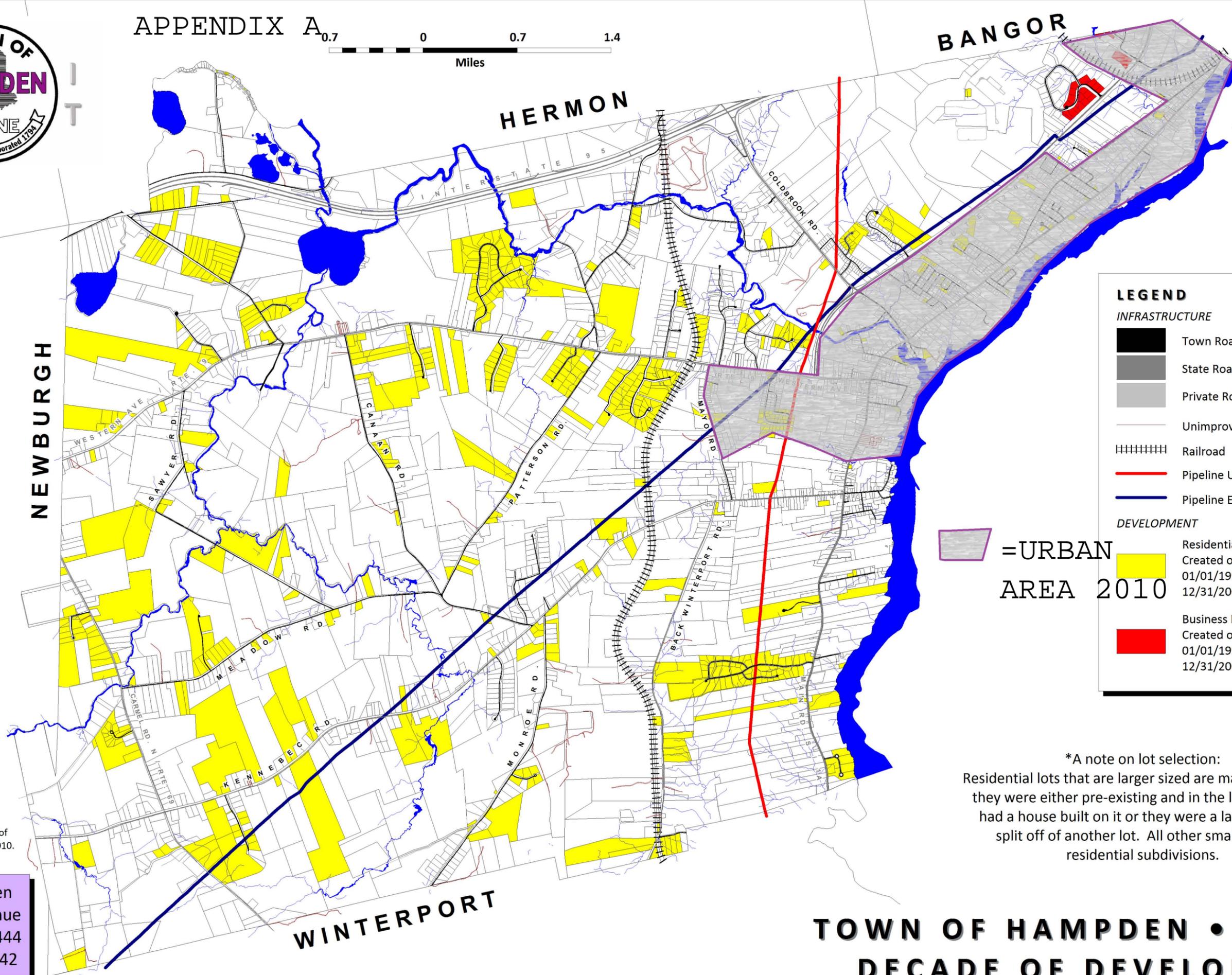
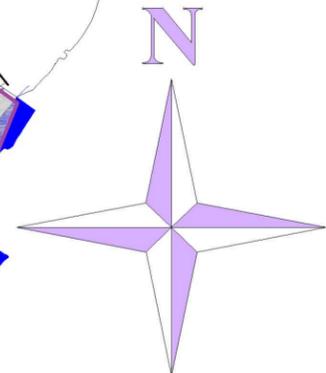
- Roe Village (low income senior living)
- Avalon Village (retirement community)
- Galway Rd (mobile home park)
- Triangle Properties (low income apartments)

V. Create a Vision Statement

In general, the Town Council’s vision is to enhance broadband accessibility for Hampden residents and businesses, with a focus on reducing the digital divide. However, a formal community vision statement is to be created by the community broadband team.



APPENDIX A _{0.7} 0 0.7 1.4 Miles



LEGEND

INFRASTRUCTURE

- Town Roads
- State Roads
- Private Roads
- Unimproved Roads
- Railroad
- Pipeline US Government
- Pipeline ExxonMobil

DEVELOPMENT

- =URBAN AREA 2010
- Residential Lot Created or Built on 01/01/1999 to 12/31/2008
- Business Lot Created or Built on 01/01/1999 to 12/31/2008

Notes:
 Map Prepared By:
 Gretchen Heldmann
 Date of Preparation:
 04 March 2009
 Projection: UTM, Zone 19
 Datum: NAD83
 Source of Data & Disclaimer:
 For sources of data and
 disclaimer information,
 please see Maps section in text of
 Hampden Comprehensive Plan 2010.

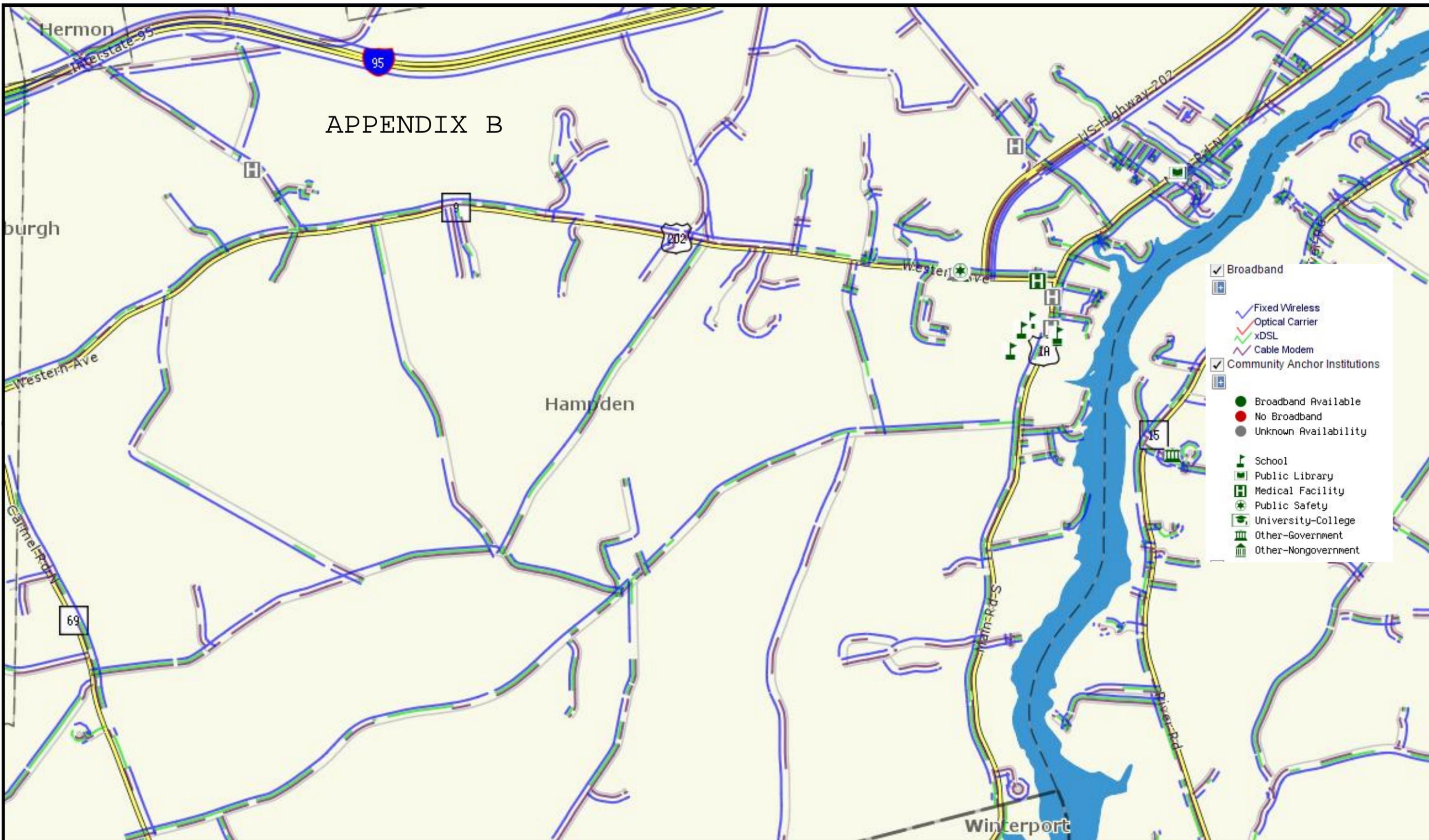
*A note on lot selection:
 Residential lots that are larger sized are marked because they were either pre-existing and in the last ten years had a house built on it or they were a large acreage split off of another lot. All other small lots are residential subdivisions.

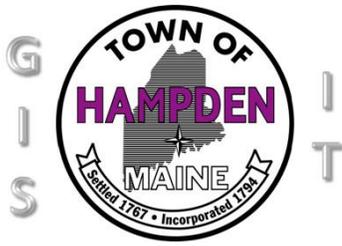
Town of Hampden
 106 Western Avenue
 Hampden, ME 04444
 (207)862.4500 x142

**TOWN OF HAMPDEN • MAP 7 •
 DECADE OF DEVELOPMENT**



Broadband Availability





APPENDIX C

MEMO

To: Town Council
From: Kyle Severance
Date: 06/01/2016
Re: Municipal Broadband
Message:

On May 5th I attended the Maine Municipal Technology Conference in Augusta. This year, I focused on attending all the sessions regarding municipal broadband. I would like to present some of the information at the Services Committee Meeting on 6/6/2016.

Please find included in this packet information from the ConnectME Authority regarding Municipal Broadband in Maine. I found this information helpful in understanding the challenges in getting high speed internet to the community as well some strategies that have assisted municipalities' in accomplishing their goals.

Here are the basic planning elements:

1. Community vision, goals, and priorities
2. Assessment of existing infrastructure
3. GAP analysis
4. Explore paths forward
5. Select best solutions
6. Build community support
7. Develop funding mechanisms
8. Implement solutions

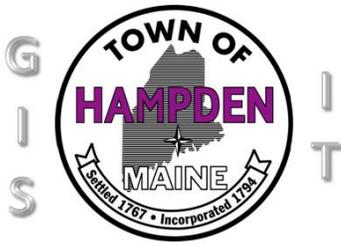
If the Town would like to investigate ways to get internet service providers to provide high speed broadband to Town of Hampden businesses and residents that currently lack internet options, I recommend that a grant application be completed to ConnectME for funding of a Municipal Broadband Feasibility/Planning Study. These would be the steps before applying for a grant:

1. Create a Community Broadband Team

- Provide list of members, including name and title:
 - Must include at least one representative from municipal government for each community seeking certification.
 - If it is known that a non-profit or economic development entity will ultimately be seeking a grant using this precertification, should include one member of that non-profit.
 - Members could include residents and representatives with experience in health care, business, and education.
- Must designate single point person for communications with ConnectME for certification process, provide email address to ConnectME.

2. Hold at least one Community Broadband Meeting

- Send emails to broadband providers currently serving your community and invite them to the community meeting.
- Share results of ConnectME Mapping for this community.
- Questions for attendees:
 - Which providers are currently serving your community?



MEMO

- Which providers attended your meeting?
- How do the mapping results compare with members' actual experiences?
- Does existing broadband access meet your needs?
- If it is inadequate in what ways does it fall short?
- If you have broadband, how do you use it now?
- Provide documentation showing meeting dates, notes, agenda and number of attendees, emails to providers and responses to the questions above.

3. Identify Key Documents/Existing Efforts

- Does the municipality use broadband to deliver municipal services? Describe the services, and how broadband is used to deliver these services. (e.g., town office has a broadband connection it uses to submit information to state government, police department uses broadband to communicate with state or federal databases or assessors' office make access to property records and maps available to the general public)
- Is there local or regional economic development plans in which broadband could play a role? If so, provide a list of these documents.
- Does the town have a cable franchise agreement?
- Are there any on-going community projects focusing on the digital divide or information technology (public access through schools or libraries, training, improving access to broadband, etc.)?
- Is there tax increment financing or other economic development grant for all or part of the area to be served?
- Does the town have a municipal electric company? If not, what electric utilities serve the area?

4. Identify potential Community Anchor Institutions

- Provide a list of potential community anchor institutions.
- Community anchor institutions are entities such as schools, libraries, hospitals and other medical providers, public safety entities, institutions of higher education. Anchor institutions can also be community support organizations that facilitate greater use of broadband by vulnerable populations, including low-income, the unemployed, and the aged.
- Provide a list of commercial institutions that could benefit from lower cost, higher bandwidth, and/or improved reliability of broadband.

5. Create a Vision Statement

- A Vision Statement is created by Community Broadband Team with input from public at the Community Broadband Meeting, with the goal to take a first step toward being able to set a direction for the community's future broadband efforts.
- The statement should describe the role broadband would play in this community's future, using input from the other steps in the precertification process.
 - Identify specific priority areas (e.g., connecting community anchor institutions, ensuring older citizens can age in place, closing the "homework gap", providing affordable high speed connections to a business park).
- Explain how this effort conforms to other planning documents/published visioning efforts on other issues in your community.

Except from 6/6/16 Services committee approved meeting minutes:

“Update from MMA Technology Conference regarding municipal broadband / high speed internet options – Kyle Severance, GIS/IT Specialist – Mr. Severance reported on his attendance at a recent conference regarding municipal broadband. He said ConnectME offers strategic planning grants and that he would recommend that Hampden pursue a grant, but said there is work that would need to be done ahead of time in order to be competitive for a grant. He said there should be a Community Broadband Team. Councilor McAvoy asked what level of service is now available along Route 1A. Mr. Severance said that service levels drop off west of the railroad tracks and that he has been in touch with Time Warner Cable and with TDS Telecom. The internet speed at the DPW Garage is inadequate to support VOIP. Councilor Marble said the Town ought to have a clearer sense of what is available to businesses for the purposes of attracting economic development, and that a Broadband Team would help give residents a voice. He asked whether this could be looked at regionally. Mr. Severance said that Orono and Old Town worked together on a fiber initiative. He said that municipal ownership of broadband infrastructure carries risks, but he said Rockport, Ellsworth, Portland and South Portland have made investments to develop their own networks. Mr. Shakespeare said he can’t envision the town investing in infrastructure for the less developed areas. Manager Jennings asked about the timing of a potential grant application and Mr. Severance reported this would probably be due in February. Manager Jennings suggested that we see about getting a working group appointed to begin work over the course of the fall leading up to a grant application.”

APPENDIX D

Hampden Businesses Listing

Hampden

04:24 PM

Account #

Name

-1	
355	A K HAIR COLOR & DESIGN
123	ANDY'S POOL CO
366	ANGLER'S RESTAURANT
158	AVALON VILLAGE
200	BAKER CHIROPRACTIC
161	BANGOR SAVINGS BANK
60	BANGOR TENNIS & RECREATION
438	BANNERS & SIGNS
145	BAR HARBOR BANK & TRUST
18	BCDM, INC
140	BSP TRANSPORTATION, INC.
227	BURNS, JOSEPH E & KAREN L
102	BUSINESS FACTS
177	BUTLER JAMES
148	CALKINS FARM STAND
171	CAMDEN NATIONAL BANK
44	CAMPBELL, WAYNE E & TAMI R
344	CARMICHAEL TRANSPORT INC
260	CARRIER ENTER.NORTHEAST, LLC 1214
340	CHANDLER, DAVID
24	CHANGING SEASONS FEDERAL CREDIT UNION
316	CHEN, JIN RONG
8	CLEAN HARBORS
208	COFFEE BREAK CAFE, LLC
85	COLDBROOK ENERGY
30	CORAL REEF REALTY TRUST
116	COUILLARD, DARYL
409	CRAWFORD, EUGENE L., JR.
153	CUSO MORTGAGE CORPORATION
440	CYBERMALL, INC.
328	DAVIS LEARNING CENTER
187	DEAD RIVER CO
396	DEAD RIVER L P GAS CO
387	DENNIS PAPER & FOOD SERVICE
27	DMCP GROUP, LLC
225	DYSART'S INC.
337	DYSART'S, INC.
419	EAGLE SECURITY
412	ELLSWORTH, ROXANNE
251	F A PEABODY COMPANY

28 FASSE PATENT ATTORNEYS, PA
351 FOREIGN CAR CENTER
281 FOSTER COLOR LABS, INC.
135 FROST, TRACEY
296 FROST'S GARAGE
390 GOULD, KEITH B
67 H O BOUCHARD INC
320 HAMLIN MARINE
55 HAMMAR SHINE AUTO DETAILING
118 HAMPDEN COUNTRY CLUB
62 HAMPDEN FAMILY DENTISTRY
136 HAMPDEN FLORAL, INC.
358 HAMPDEN HARDWARE
117 HAMPDEN PSYCHOLOGICAL CONSULTATION
194 HAMPDEN VETERINARY CLINIC
181 HANNAFORD'S OF HAMPDEN #8417
48 HAROLD'S LOGGING SUPPLIES
345 HEAT PUMPS UNLIMITED
293 HEC-HAMPDEN, LLC
420 HELEEN, KELLEY
39 HIGGINS ELECTRIC SHOP
435 HIGHLANDS CORNER MARKET
98 HODGDON, WILLIAM
368 HUGHES BROTHERS INC
234 HUNTLEY OIL CO., INC.
312 IRVING OIL LIMITED
405 JOHN W. KENNEDY CO., INC.
286 KATAHDIN TRUST CO.
321 KEYBANK NATIONAL ASSOCIATION
236 KISER & KISER
179 L & M SONS, INC.
184 LANE CONSTRUCTION CORP.
309 LEE RESIDENTIAL CARE LLC
100 LORD, DR. STEVEN
180 MACMILLAN, S. E. CO.,INC.
79 MAC'S CONVENIENCE STORES, LLC
154 MAINE LOGOS
399 MAINE SAVINGS FEDERAL CREDIT UNION
83 MAINE TRAILER INC
9 MARDEN, MICHAEL
301 MARDEN, PAMELA
52 MCCUE, CARL LAW OFFICE
401 MCKINNON, RONALD B & BARBARA A
36 MCLAUGHLIN'S AT THE MARINA

339 MIKE TEMPLE, INC.
90 MORRELL, STEVEN M., ACCOUNTANT
119 NEW ENGLAND WASTE SERVICES OF ME.
360 OSTEOPATHIC CENTER FOR FAMILY MED
323 P.D.Q. DOOR
94 PALMER DESIGN
288 PAT'S PIZZA
378 PENBAY INACOM COMPUTER SOLUTIONS
335 PENOBSCOT TEMPERATURE CONTROLS
250 PENSKE TRUCK RENTAL & LEASING
269 PENTA-TECH
426 PIZZA GOURMET
428 PORTLAND AIR FREIGHT, INC
120 PUFFIN BOATS, LLC
77 R & K VARIETY
429 R H FOSTER ENERGY, LLC
128 RANDLETT, KATE D.C.
210 RAWCLIFFE, JEFFREY A
59 RAWCLIFFE'S CAR WASH
307 RAWCLIFFE'S GARAGE
163 REFLECTIONS
22 RITE AID CORPORATION STORE #4262
11 SCHACHT'S HARDWARE
75 SCISSORS EXCITEMENT
218 STATE FARM MUTUAL AUTO INS CO
113 SUB STREET INC.
402 SWENSON TILE & CARPET
155 TARDIF COMMUNITY THERAPY &
406 TDS TELECOM-HAMPDEN
42 TRAINING TECHNOLOGIES INTERN.
97 TURLLA PROPERTIES, LLC
287 TURNER'S SPORTING GOODS
241 U. S. BLADES
430 VESCOM CORPORATION
303 WANG & LO, INC.
112 WATERFRONT MARINE
433 WEBBER OIL CO
393 WHITEHOUSE MOTEL INC
278 WIGHT'S SPORTING GOODS
381 WINDWARD PETROLEUM, INC.
206 WISEMAN SPAULDING DESIGN
WOODSIDE, SHARRY A