

**Minutes
Hampden Town Council
Services Committee
March 14, 2011 @ 6:00pm**

The meeting of the Hampden Town Council Services Committee was called to order at 6:00p.m. on Monday, March 14, 2011, at the Hampden Municipal Building by Chairperson Jean Lawlis.

Gretchen Heldmann, GIS/IT Specialist
Kurt Mathies, Recreation Director
Councilor Jean Lawlis, Chair
Councilor Tom Brann
Councilor Kristen Hornbrook
Melanie Spencer, MSAD22
David Shapiro, MSAD22
Bernie Philbrick

1. Approval of Minutes

The minutes were approved with no objections.

2. Old Business

A. MSAD22 Trails Grant

Councilor Lawlis submitted comments on the MOU (attached). Melanie reported a few concerns from MSAD22/Boosters Club and things that should be reworded:

- Question on Section C wording regarding trail grant, reword instead of “getting grant” to “secure funding”
- Recreation Trails Committee (RTC) – how to refer to this in the MOU?
- “third party use” is not well defined
- Take Boosters out of RTC language for forming RTC, but still keep a 50/50 town/MSAD22 split.
 - What about ties? Maybe 3/2 town/MSAD22, and one or more of town reps are citizens
 - Membership of citizen reps could be in part based on Hampden’s fiscal responsibility to MSAD22: 4-Hampden, 2-Winterport, 2-Newburgh, 2-from town
 - --Needs more brainstorming
- Sec. 14 or 15 – responsibility for damage – replace “Boosters” with “MSAD22”

Other concerns mentioned:

- Concerns about town’s financial responsibility, liability as landowner

- Need to specify user groups and what they have for proof of insurance
- What to do in case of damage/issue and how to address/fix ASAP
- Concern with wording in #8 regarding Public Access and “the District determines” wording
- Overall concerns with wording in the Responsibility/Maintenance Sections – town does not want to be responsible financially or in any way for maintenance

There are other things Melanie will type up and send out on behalf of MSAD22.

Melanie shared pictures of the signs up at the parking area for access to the trail. Plowing will need to be done differently next winter to ensure full access to all spots. There was a question as to when to have stakeholder meeting – Melanie had it listed in June on her timeline (attached), but the group agreed that May was better. The group decided May 9th is the best date for the meeting. Melanie will write up a short article about the project to include in the next town newsletter, including the stakeholder meeting – deadline for article submission is this Thursday the 17th. There was question about snowmobile use, and that the language used should not impede them from using the trail after-hours. There was mention of the regular trail vs. the trail extension (which would still need to be groomed but is closed at night).

MOU Process Timeline:

04/11/11 – MOU goes to Services Committee Meeting for recommendation to send to Council

04/18/11 – MOU goes to Council Meeting with Services Committee recommendation, Council would refer to Planning Board

05/11/11 – MOU goes to Planning Board meeting for recommendation, refer back to Council

06/06/11 – MOU goes back to Council for final approval

**This is all dependent on there being no problems with the MOU. It is important to have the attorneys hash out all issues prior to the 04/11/11 meeting, to ensure the best possible success of making it through the process without further delay.

Melanie brought a sample MOU from the Cumberland Twin Brook facility and shared it with the group (attached). Melanie also shared a wetlands report (attached) and map from Moyse Environmental, that was performed on one of the town parcels, paid for by MSAD22. The trail designer, Fred Rogers, is working on finalizing which sections of trail would be designed (trail widths, type, etc) for which activities (cross-country vs. skiing).

B. Pool MOU

This was on the agenda in error, it was supposed to be on the April agenda. Tabled.

C. Subcommittee Updates

Tree Board – no update.

HOTDOG – The March 1st meeting was canceled due to conflict with the special Council meeting. The next meeting date is up in the air. May be next week, but there are other possible scheduling conflicts.

FoDDix – The group is meeting next week to discuss moving plans forward to get water in the park. There is a big problem with finding just one general contractor to coordinate and manage the project. They are meeting with the Hampden Water District this week to discuss the project. Public Works Dept. has already offered to dig the hole and trench. The group isn't sure who will do the plumbing, so even though it will be much less than the \$10K limit for bids, the group is considering sending it out to bid anyway to get the best price. They hope to have a plan to send to Service Committee for April.

3. New Business

A. CoC Handbooks

This is on the Council's agenda to discuss in the near future. The Recreation Committee is still working on their edits and recommendations and hope to be finished for the April Services meeting.

4. Public Comment

Bernie Philbrick asked what HOTDOG was, and it was explained that it stood for Hampden Off-Leash Territory Dog Owners Group, a group that wants to put a dog park in town.

5. Committee Member Comments

Comments about whether or not to get pizza for next meeting and what type.

The next meeting is April 11, 2011 at 6:00pm.

The meeting was adjourned at 7:11pm.

Respectfully submitted,

Gretchen Heldmann
GIS/IT Specialist

Town that are required by law, but are inconsistent with the terms of this Agreement, shall not constitute a breach of this Agreement.

6. Recreational Trail Committee. District and Town shall establish a Recreational Trail Committee, composed of ___ representatives of the District, ___ representatives of the Town, and one representative of the Boosters Club. The purpose of the Committee is to oversee the development and use of the Facility, to recommend rules and regulations for the District and Town to adopt to implement this Agreement, to monitor and evaluate the joint use project and this Agreement, and to confer and discuss operational or other issues that might arise during the term of this Agreement. The Committee may also develop recommendations concerning the maintenance of, or improvements to, the Facility. At least once per year, the Committee shall cause the Facility to be inspected, and shall prepare a proposed maintenance and/or repair work plan for consideration by District and Town.

7. Scheduling Use of Facility. District and Town shall develop a master schedule for joint use of the Facility to allocate use thereof to the District, Town, and Public Access Hours. (Third Parties?). District and Town representatives shall meet periodically with the Committee to review and evaluate the status and condition of the Facility and to modify or confirm the schedule.

8. Public Access Hours.

(a) The parties agree that the general public may use the Facility for passive outdoor recreational activities, such as hiking, walking, running, biking, snowshoeing, or horseback riding. The Facility may also be used for snowmobiling when the ground is covered with snow, but other motorized vehicles, such as all terrain vehicles, shall be prohibited. Provided, however, that the use of motorized vehicles for emergency or maintenance purposes is permitted. The Public Access Hours shall be from _____ to _____ daily. Each party may impose limitations and restrictions on Public Access Hours during activities sponsored by that party.

(b) In the event the District determines that a particular use of the Facility is unsafe for District students, including without limitation snowmobiling, District may preclude further use of the Facility for such purpose by notice to the Town. Hunting shall be prohibited at all the Facility. Should this be in a separate section, as it applies to more than Public Access Hours?

9. Parking. District agrees that it shall designate parking facilities that may be used for public parking associated with any event sponsored or organized by the Town's Recreation Department, and during Public Access Hours.

Public Access hours are daylight + unless closed for a meet. Although this can be changed by agreement

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dogs allowed on leash.

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→ inconsistent with IP 3(b)

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be shown too by agreement as problem arise

problem & tries of joint Dist/Town/public use
1 - inconsistent distinction between Town & public use since both town use and public use are used seemingly interchangeably - is there a distinction?

10. Funding. District and Town acknowledge and agree that neither party is obligated to provide funding for the design, creation nor construction of the Facility, and that the parties are contemplating grant funding for the project. District shall be the lead agency for any grant applications. If grants are awarded for the project, the Trail Committee shall review the same and make a recommendation to District and Town concerning the portion of the proposed Facility that may reasonably be accomplished with the available funding. At that time, District and Town shall consult to agree upon the scope of the project.

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11. Approval of Plans. No construction of the Facility shall commence until the District and Town have reviewed and approved the final design thereof and any construction documents or contracts.

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12. Improvements and Modifications. Once the plans have been approved, no modification thereof shall be made without prior approval of District and Town. Once the Facility has been constructed, no modifications or improvements thereto shall be made without the prior written consent of the Owner of the property on which the modification or improvements to the Facility are to be located. Any such modifications or improvements shall be at the expense of the requesting party, unless otherwise agreed upon.

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13. Liability and Indemnification. Each party enjoys certain immunities from liability under the Maine Tort Claims Act, and nothing in this Agreement shall be construed to be a waiver of those immunities by either party.

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a. Town shall defend, indemnify, and hold the District, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the Town, its officers, agents, or employees, and are not immune from liability under the Maine Tort Claims Act.

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b. District shall defend, indemnify, and hold the Town, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees, and are not immune from liability under the Maine Tort Claims Act. [Tom, I am checking to see if District has insurance coverage for indemnity.]

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each party agrees for \$500k over uses control of the property

Each party agrees to provide liability coverage for its property and the portion of the Facility located thereon as part of its risk pool coverage or insurance coverage.

when the school/district takes control of the property for a meet or when training teams, school should provide liability

14. Responsibility for Damage. Town shall be responsible for the repairs of any damage to the Facility due to, or as a result of, Town's use of the Facility as part of any organized activity sponsored by its Recreation Department. District shall be responsible for the repair of any damage to the Facility due to, or as a result of, District's use of the Facility as part of its educational or recreational programs, including conducting cross country or ski meets. If damage results from use of Facility by third-party, costs of repair shall be shared equally by District and Town provided that any repairs to the bridges shall be equally shared by the Hamden Academy Boosters and the Town. The repairs shall be sufficient to restore the Facility to its condition prior to such damage, and shall be made in a reasonable time after the damage occurs or is discovered. Each party shall report any damage to the other party.

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coverage as it currently does for athletic teams and meets.

15. Maintenance of Facility. Each party shall restore the Facility to a clean and neat order after any use thereof by the party. District and Town, in cooperation with the Boosters Club and Penobscot Valley Ski Club-Nordic group, agree to perform routine maintenance of the Facility, with the understanding that expenses related to trail maintenance shall be borne by the Boosters Club and that expenses related to bridge maintenance shall be borne equally by Town and the Boosters Club. In the event that such funding is not provided, the Trail Committee shall evaluate alternate funding sources and make recommendations to District and Town. District and Town shall cooperate in good faith to secure funding, if necessary.

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why not just the Boosters club? A district? Town does not want the liability for maintaining

16. Termination. This Agreement may be terminated in writing by either party if the contemplated funding for the Facility is not received by _____, or the other party has breached the terms of this Agreement and the breach has not been cured within 30 days of receipt of written notice of the breach. In addition, either party may terminate this Agreement in writing if the terms and conditions of any funding grant are unacceptable to that party. The terminating party must provide written notice of the termination within 30 days of its receipt of the terms and conditions of any funding grant.

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bridge. District responsible for determining if trail and bridge are safe for students and

17. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter, and supersedes any prior negotiations, representations, agreements or understandings.

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18. Amendment. This Agreement may not be amended or modified, nor may compliance with any of its terms be waived, except by written instrument duly executed by both parties.

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maintaining them properly for such safety.

19. Notice. All notices to be given by the parties shall be in writing and shall be either delivered personally, or mailed by certified mail (return receipt requested), as follows:

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If the Town: Susan M. Lessard, Town Manager
Town of Hampden
106 Western Avenue
Hampden, ME 04444

If to District: Richard A. Lyons, Superintendent
M.S.A.D. #22
24 Main Road North
Hampden, ME 04444

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on their behalf as of this ____ day of _____, 2010.

M.S.A.D. #22

Witness

By: _____
Richard A. Lyons, Its Superintendent

Town of Hampden

Witness

By: _____
Susan M. Lessard, Its Town Manager

Hampden Recreational Trail Project

1. MOU - resolve questions, review changes, discuss any omissions, determine schedule and process for approval
2. Discuss potential role & responsibilities of the recreational trail committee
3. Status of funding opportunities - will know more next week, if a go, releasing RFP in April
4. Status of trail development
5. Project schedule*
6. Set dates for meeting and site visit for stakeholders

*Project Schedule

By May 1:

- MOU approved by Town Council and District
- Trail design finalized - just means info together not PB approval
- Bridge design & application finalized
- Hold stakeholder meeting MAY 9th

June:

- Finalize budgets for both trail & bridge projects
- Hold stakeholder site visit
- Notify abutting landowners of project (newsletter article, too?)

Sample

TWIN BROOK RECREATION AREA POLICIES AND RULES

1. General. The Twin Brook Recreation Area is owned by the Town of Cumberland, and shall be administered by the Cumberland Recreation Department. The Cumberland Town Council shall appoint a Twin Brook Advisory Committee, which shall provide advice and recommendations to the Cumberland Recreation Department and to the Council upon all aspects of the use and management of the Twin Brook Recreation Area.

2. Priorities. Cumberland Recreation Department programs intended specifically for Cumberland and North Yarmouth residents shall have first priority with respect to use of Twin Brook playing fields and athletic facilities. MSAD 51 athletic practices and games shall have second priority. Notwithstanding the foregoing, priorities are subject to ongoing review, and priority of use with respect to certain fields on the Greely Road side shall be in accordance with the leases agreement between the Town of Cumberland and MSAD 51 dated July 12, 2002.

3. Field Use. There shall be no organized use of the playing fields on Sundays until 1 p.m. At the discretion of the Cumberland Recreation Director, any of the playing fields may be closed to activity at any time if conditions are unsuitable for use or to allow for reseeding and recovery.

4. Cancellation. The Cumberland Recreation Director or his nominee shall have the absolute right to cancel scheduled events due to inclement weather or if he determines, in his sole discretion, that a playing field or other facility is unplayable. In such event, the scheduled user shall be entitled to a refund of fees paid.

5. Applications. No community group, athletic group or other organized group may schedule and hold events of any kind at the Twin Brook Recreation Area without first having obtained the approval of and a permit from the Cumberland Recreation Department. Approval and a permit may be obtained by submitting a Facility Request Form to the Department at least two (2) weeks prior to the requested date of use but not more than three (3) months before such date to help facilitate fair and equitable scheduling. All fees must be paid, proof of insurance must be provided, and all other stipulations must be met before the permit is issued. If the permit must be withdrawn due to a scheduling conflict, all fees will be refunded. If the user chooses not to use the facility as requested and notifies the Cumberland Recreation Department at least two (2) weeks before the scheduled usage date, there will be a full refund. There will be no refund of fees if

notification occurs less than two (2) weeks before the scheduled usage date unless there is an unusually compelling reason for such a cancellation. A copy of each application will be kept on file at the Cumberland Recreational Department offices. The individual whose signature appears on any such application form will be considered the individual responsible for the supervision and use of the facility/facilities requested and he/she must provide adequate and appropriate supervision at all times. He/she will also be responsible for all rental fees, proof of liability insurance/bodily harm, facility/equipment damages, theft, or loss of any kind that occurs related to usage of the facility.

6. Insurance. The MSAD 51/Town of Cumberland property insurance and general liability insurance does not extend to individuals, community groups, athletic groups, or other organized groups utilizing the Twin Brook facilities. Therefore, any such groups or individuals using the Twin Brook facilities for any organized purpose are required to provide evidence of insurance for liability (not less than \$1,000,000 per person/\$2,000,000 per occurrence) and property damage (not less than \$25,000) before receiving a facility permit. The Town of Cumberland shall be named as additional insured in all such policies and all insurance provided by the facility user shall be primary to any insurance which the Town of Cumberland may have. All insurance required hereunder shall be placed with insurers licensed to do business in the State of Maine and acceptable to the Cumberland Recreation Department.

7. Indemnity. The Town of Cumberland may require any individual or group utilizing Twin Brook facilities for any purpose (including non-permitted walk-on use) to agree in writing, in a form acceptable to the Town, to save, indemnify and hold harmless the Town of Cumberland, its inhabitants, its employees, the Town Council, the Cumberland Recreation Department, and the Twin Brook Advisory Committee from and against any and all liabilities, actions, causes of action for death, personal injury, or property damage, including attorney's fees, and from any and all fines, suits, claims, demands and actions of any kind or nature of any and all persons resulting from or arising from the use of said facilities, equipment, or activity participation. It is expressly understood that participation in recreational and athletic activities may cause bodily injury, sickness, disease, death, or personal injury, or damage and destruction to tangible property, including the loss or use thereof. Therefore, any individual or group utilizing Twin Brook facilities for any purpose shall save, indemnify and hold harmless the Town of Cumberland, its inhabitants, its employees, the Town Council, the Cumberland Recreation Department, and the Twin Brook

Advisory Committee from and against any and all liabilities, actions, and causes of action arising out of or resulting from the performance of any facility use permit.

8. Modifications. The Town of Cumberland reserves the right to waive, modify, or institute requirements in addition to those listed herein should it be deemed necessary and/or in the best interest of the Town of Cumberland.

9. Fees. The Cumberland Town Council shall approve a schedule of fees for the use of Twin Brook facilities, which schedule shall be subject to ongoing review.

10. Miscellaneous.

a. MSAD 51 and the Cumberland Recreation Department are only expected to service their own sanctioned programs. All other users are allowed to utilize the Twin Brook facilities at their own risk on an "as is, where is" basis. There should not be any expectation from permit users that the facilities will be "set up" for their specific use, needs, or situation. If the Cumberland Recreation Department is requested by a user to provide a special service or to alter, modify or rearrange a Twin Brook facility, above and beyond ordinary maintenance and upkeep, and if the Cumberland Recreation Department is in agreement, the user shall be charged accordingly in an amount to be determined by the Cumberland Recreation Department.

b. It is the responsibility of the persons or organizations using the Twin Brook facilities to leave them in the same condition in which they were received. If this is not done to the satisfaction of the Cumberland Recreation Department, a charge shall be levied for any required "clean-up", "pick-up", or "fix-up" costs (including labor) in excess of any fees that would otherwise be applicable. A lack of respect and responsibility could result in the denial of future permits to the permit applicant or group.

c. It is the responsibility of the persons or organizations using Twin Brook facilities to inform all participants of program cancellations if such programs are cancelled.

d. No permitted or walk-in user shall change the appearance, rearrange, or attempt to improve any Twin Brook facility without the express consent of the Cumberland Recreation Department, which must be obtained in advance and in writing.

e. The Cumberland Recreation Department reserves the right to require supervisory personnel to be present during the use of Twin Brook facilities at the expense of the individual or group in question.

f. All individuals or groups using Twin Brook facilities are responsible for the preservation of order during all activities and are required to comply with all applicable

statutes, Town of Cumberland ordinances (including the requirement of obtaining a mass gathering permit, if applicable), and regulations, in addition to any policies or conditions imposed by the Cumberland Recreation Department. If security is deemed to be necessary, arrangement and payment for police services shall be the responsibility of the individual or group in question. Proof of police protection or private security may be required to receive the initial permit.

g. The use, consumption or sale of alcoholic beverages, tobacco products or illegal drugs at Twin Brook facilities is prohibited.

h. Gambling on Twin Brook facilities is prohibited unless allowed as an approved, legal, fund raiser (e.g, casino nights, fifty-fifty (50/50) raffles and bingo) for school or community booster groups. Such activities must be approved by the Cumberland Recreation Department.

i. Except as provided below, the use of open flames, charcoal fires, cooking fires, candles, or other incendiary devices or special effects is prohibited at the Twin Brook Recreation Area.

Gas Grills shall be permitted in the Parking area known as the Bus Turnaround or Parking Area 2. It is the second parking lot from Tuttle Road and depicted on a map attached to this document in Appendix A.

Bonfires may be allowed only when sponsored by a booster club or similar entity associated with M.S.A.D. #51 or the Town of Cumberland, and may be scheduled only with the express permission of both the Cumberland Town Council (and/or designee) and the Cumberland Fire Department, subject to the following conditions:

1. The sponsor must arrange for fire protection through the Cumberland Fire Department;
2. The sponsor must reimburse the Town of Cumberland in full for the cost of fire protection;
3. The sponsor must clean up the area impacted by the bonfire;
4. Public participation in the bonfire must conclude no later than 8:00 p.m.

j. Dogs must be on a leash or under the control of the person in charge of the dog at all times, provided that all dogs must be leashed while in the areas of the playing fields when games or practices are in progress.

During the non-winter months, dogs may be walked on all pasture areas and trails (except when the trails are in use for a running event), but may not be walked on the playing

fields. During the winter months, dogs may be walked or sledged in any area except for groomed ski trails.

The person in charge of a dog is responsible for cleaning up waste released by the dog and will be strictly liable for any personal harm or damage caused by the dog.

k. Horses may be ridden along the perimeters of pasture areas but not on the playing fields or the trails. Owners are responsible for cleaning up after their horses.

l. Mountain biking is permitted only when trails are firm and there are no running or skiing events scheduled.

m. Activities such as kiting, model rocket and model airplane flying should take place in open pasture locations well away from any organized activities.

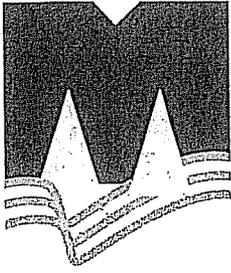
n. Picnicking is welcome while the facilities are open, and picnickers are responsible for cleaning up after themselves. Open fires as well as heat sources for barbecuing or grilling are not permitted.

o. The facilities shall be open during daylight hours only, and no nighttime use shall be permitted without the express written permission of the Cumberland Recreation Department.

p. All permit applications must restrict themselves to appropriate use of all Twin Brook facilities. Facility use shall be dictated by design. Twin Brook fields and trails are for foot traffic only, except for mountain biking as permitted under subparagraph l. The only motorized vehicles permitted in or on Twin Brook facilities are maintenance vehicles. All other vehicles or recreational equipment such as four-wheel drives, snowmobiles, roller blades, scooters, skateboards, bicycles (except as provided in subsection (l) above) and motorcycles are prohibited.

q. Permitted users acknowledge and agree that they will be solely responsible for all royalties or charges which are due or may become due on material used for or during an event. The facility user shall warrant to the Cumberland Recreation Department that such royalties or charges have been paid or will be paid promptly in accordance with law. A facility user shall further agree to hold the Town of Cumberland, its inhabitants, the Cumberland Town Council, the Cumberland Recreation Department, and the Twin Brook Advisory Committee harmless and to indemnify for all costs or losses, including attorney's

fees in defense of claims, just or unjust, relating to the payment of any royalty, charge or fee for use of material by a permitted user during the use of Twin Brook facilities.



MOYSE
ENVIRONMENTAL
SERVICES, INC.
SOIL AND LAND USE
CONSULTING

DAVID MOYSE, PRESIDENT
Soil Scientist and
Site Evaluator

42 Pleasant View Ave.
Bangor, ME 04401
Phone: (207) 945-6179
Fax: (207) 433-7225

January 14, 2011

Maine School Administrative District #22
Attn: Mr. Emil Genest, Assistant Supt.
24 Main Road North
Hampden, ME 04444

RE: Summary
Preliminary Protected Resource Investigation
Town of Hampden Property (Main Road South)
Hampden, ME

Introduction

As requested, we have completed a preliminary protected resource investigation of a parcel currently owned by the Town of Hampden off Rte. 1A (Main Road South) in Hampden, Maine. We understand that this work is intended to assist both the Town and School District in assessing the development potential of this parcel. We conducted reconnaissance level investigation of the subject parcel ("site"), using GPS mapping for control, focusing primarily on the presence of freshwater wetlands and other protected natural resources such as vernal pools and streams. Therefore, please be advised that we did not complete a formal wetland delineation, vernal pool evaluation (can be done only in spring season) or thorough GPS mapping of all site features. Also, please note that we did not investigate the small portion of the property on the westerly end of the site because it lies on the other side of the gas pipeline and a recreational (ATV/snowmobile/biking/walking) trail away from any access, it is bisected by Reeds Brook and its associated wetlands, most of it lies within the 100-year floodplain of the brook and it is only about 3.5 acres in size.

The site encompasses about 20 acres and is located adjacent to the westerly portion of Reeds Brook Middle School (see Site Location Map attached). The site is predominantly wooded and nearly level to gently sloping, except for the steeper slopes along the edge of Reeds Brook. The vegetation cover is characterized as a mixture of old, abandoned agricultural fields that have regenerated to scrub shrubs, young growth of white pine and cherry, and pioneering species like red maple and birch. At one time, almost the entire site was open agricultural fields, as can be seen in a 1972 aerial photo (see copy attached). A former track of some type(?), conservation drainage ditching and access trails are clearly visible. There are numerous trails still

throughout the site that meander throughout. Also, the US Government's gas pipeline cuts across the back, westerly end of the site, as shown on our map. Some freshwater scrub shrub and emergent marsh wetlands lie along the southerly edge of the site and immediately behind Reeds Brook School, primarily associated with Reeds Brook and its drainages.

Investigation

Prior to our field work, we completed a cursory off-site review of published mapping to determine if any protected resources have been mapped on the site by others. This step also allows us to gain some insight in to what natural features we could anticipate finding. Our review included available GIS data from sources like US Fish and Wildlife, Maine Inland Fisheries and Wildlife, FEMA, Maine Geological Survey, National Wetland Inventory (NWI) and Soil Conservation Service (now the NRCS). These sources maintain records of sites that have or may have unique natural features, such as floodplains, sand & gravel aquifers and significant wildlife habitat. Copies of the pertinent maps are attached.

Sites of archaeological, architectural, historic or scenic value or areas that contain rare or threatened plant or animal species are also typically documented at both the state and federal levels. However, we did not explore all of the available state and federal records to determine if these special features may exist for a recon level investigation. Letters can be sent, upon request, to agencies like US Fish and Wildlife, Maine Inland Fisheries and Wildlife, Maine Historic Preservation Commission and Maine Natural Areas Program can be sent that would confirm if any of these special features have been documented.

Our identification work was done in accordance with the 2010 Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral & Northeast Region, and the criteria and procedures outlined in the 1987 Army Corps of Engineers Wetlands Delineation Manual. The Maine Department of Environmental Protection (DEP) also requires the use of this methodology for the identification of wetlands under the Natural Resources Protection Act (NRPA), Chapter 310 Wetland Protection Rules. For an area to be a jurisdictional "wetland", it must possess three criteria:

1. *Predominance of hydrophytic vegetation*
2. *Predominance of hydric soils*
3. *Predominance of wetland hydrology*

The wetlands were not flagged on the site, and no detailed information was collected, including photos and typical field form data.

Our vernal pool assessment was based on the definition outlined by the regulatory agencies. The Maine Department of Environmental Protection (DEP) defines a vernal pool as a:

"Natural, temporary to semi-permanent body of water occurring in shallow depressions those typically fill in the spring or fall and may dry in the summer. Vernal pools have no permanent inlet and no viable populations of predatory fish. A vernal pool may provide primary breeding habitat for wood frogs, spotted salamanders, blue-spotted salamanders, and fairy shrimp, as well as valuable habitat for other plants and wildlife, including several rare, threatened, or endangered species."

The identification of vernal pools is based on the presence of specific amphibian "Indicator Species" during their breeding season. Specifically, each potential vernal pool is evaluated for the presence of egg masses deposited by "Indicator Species". The presence of egg masses in a vernal pool means that those amphibians are actively using the pool environment for breeding purposes. The optimal identification period in this region according to the current guidance documents is during the months of April and May. Wood frogs are typically active earlier in the spring and for only about a two-week period after they start. The salamander activity typically occurs a little later and over a longer period of time, often in to late May or early June. This breeding activity obviously depends on the site and climate conditions, and may vary from site-to-site and year-to-year within the same region. The regulatory and scientific communities currently believe that "due diligence" is to complete at least two site visits during the optimal period to provide adequate opportunity to properly examine any potential vernal pool and to observe indicator species if they are using the pool. The DEP rules outline a set of criteria that are used to evaluate the significance of a pool by an individual with training in wetland and/or wildlife ecology. Again, the activity level of the four, individual "Indicator Species" in a pool are the key, as the egg mass type and count are used to determine the significance of a vernal pool. A vernal pool is considered *significant* when the abundance criteria threshold for any one of the four Indicator Species is met or exceeded. The criteria for each of the four species are provided below for reference, as stated in Chapter 335.

Species	Abundance Criteria
Fairy shrimp	Presence in any life stage
Blue spotted salamanders	Presence of 10 or more egg masses
Spotted salamanders	Presence of 20 or more egg masses
Wood frogs	Presence of 40 or more egg masses

We mapped the approximate location of the features we observed using a submeter Trimble GPS unit to generate the attached preliminary investigation

map. The base plan was provided to us in 2008 by WBRC Architects-Engineers as part of the site selection work we did for the new high school project. We obtained this plan in both CAD and GIS formats, which included tax map information and aerial photo interpretation data. Our map is not based on an actual property boundary survey plan.

Findings

The site contains one contiguous area of freshwater wetland, which contains two differing wetland plant communities. The first is primarily a dense, scrub shrub plant community adjacent to the Reeds Brook School parcel. This wetland is dominated by a dense stand of speckled alder on poorly drained Scantic silty clay soils. This wetland is periodically saturated, particularly following spring snow melt and after significant rain events as it receives runoff from the adjacent uplands to the east, west and off-site to the north. This wetland appears to drain south-southeasterly in to Reeds Brook. The lowest lying portion of this wetland is essentially through its center from north-to-south, which has a swale-like appearance with a noticeable drainage pattern in some sections that is either saturated or inundated for most for the year. The bare soil surfaces, along with shallow and exposed root systems are also strong evidence of this wetland's hydrology. The primary functions and values of this wetland appear to be related to water quality and quantity management and wildlife habitat.

There are a few depressions scattered throughout this scrub shrub wetland that retain water for a longer period of time than the immediately adjacent area of the wetland, two of which we believe are potential vernal pools (PVP's). We noted during our field investigation that these pools may have been altered or enhanced by regrading and excavations, likely done during the former agricultural use of this area many years ago. However, a more detailed investigation of this possibility is necessary before a definitive determination can be made as to their origin. Also, we conducted our field work in early December, so both PVP's noted were not evaluated for the presence of amphibian breeding activity during the spring ID season. Thus, no determination has been made as to whether these potential vernal pools are in fact "vernal pools" by definition.

The second part of this contiguous wetland system is a complex of scrub shrub and emergent marsh communities riparian to Reeds Brook along the southerly boundary. This part of the wetland lies within the 100-year floodplain of the brook and contains some large areas of emergent marsh that extend off-site, particularly near the southwesterly corner of the Reeds Brook School parcel. This wetland is on poorly and very poorly drained soils

that are seasonally flooded and are saturated for most of the year. Given the proximity of the wetland to the brook and its vegetation characteristics, most of this wetland is a "wetland of special significance" (WOSS). A WOSS is more highly protected by the DEP. The Maine Natural Resources Protection Act (NRPA Wetland Protection Rules – Chapter 310) defines a wetland of special significance" as:

- a wetland that contains a critically imperiled (S1) or imperiled (S2) natural community as defined by the Maine Natural Areas Program
- a wetland that contains or is adjacent to significant wildlife habitat (endangered or threatened species, high or moderate deer wintering or waterfowl areas, significant vernal pools, etc.)
- a wetland that is a coastal wetland or within 250 feet of a coastal wetland
- a wetland within 250 feet of a Great Pond
- a wetland dominated by at least 20,000 square feet of aquatic or emergent marsh vegetation, or open water
- a wetland within the 100-year floodplain based on FEMA map
- a wetland that is a peatland
- a wetland within 25 feet of a river, stream, or brook

This emergent/scrub shrub wetland obviously performs valuable water resource functions, but it also has inherent wildlife food and habitat functions. Note that if the PVP's within the scrub shrub wetland described above are eventually found to be "significant vernal pools", then the scrub shrub wetland that they lie within will be considered a WOSS as it will contain "significant wildlife habitat".

The remainder of the site is upland, with two relatively small areas of uplands along the northerly side of Reeds Brook at each end of the site. At the easterly end is a small upland that abuts the southerly end of the Reeds Brook School parcel is of little development value given its steep slopes and proximity to the brook. At the westerly end is the area beyond the pipeline and recreational trail is another small upland that we did not map as discussed above as it is small and adjacent to Reeds Brook.

The single, contiguous land area within the central portion of the site that appears to be developable encompasses approximately 8 to 9 acres. That acreage takes in to account avoidance of the wetlands and maintaining at least a 75-foot setback from Reeds Brook, as required by the DEP and local shoreland zoning. Most of this upland is nearly level, somewhat poorly drained to moderately well drained, fine-textured soils that are suitable for most aspects of development with proper planning and typical construction practices. These soils are susceptible to erosion and frost action, with relatively slow infiltration rates and permeabilities and firm to compact substrata in most areas. The soils are very similar to the soils on the new Hampden Academy project site.

Regulation Overview

Wetlands/Stream

Any alteration of freshwater wetlands or an area adjacent to a brook is subject to regulation at the federal, state and local levels. Please note that an alteration includes cutting and removal of the vegetation, soil disturbances, fill placement, draining, etc. Both the federal and state wetland protection rules were revised significantly on September 29, 1995. The U.S. Army Corps of Engineers regulates activities within all waters of the United States. Their authority over all freshwater wetlands is pursuant to Section 10 of the Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act (1977), Section 103 of the Marine Protection, Research & Sanctuaries Act and the State of Maine General Permit - GP (most recently renewed October 12, 2010). The Maine Department of Environmental Protection (DEP) administers the Wetland Protection Rules (Chapter 310) at the state level pursuant to the Maine Natural Resources Protection Act - NRPA. Chapter 310 was most recently revised January 26, 2009, and the NRPA statute was most recently revised June 30, 2008.

Alteration of land adjacent to a stream or brook is regulated primarily by the DEP and local shoreland zoning administered by the Town. The Maine NRPA requires a 75-foot setback from Reeds Brook for any disturbance. The Town of Hampden's shoreland zoning map shows a 75-foot "Stream Protection District" along Reeds Brook (see copy attached). The shoreland zone is measured from the normal high water line or the edge of its floodplain wetland, whichever is closer. That would make the zoning of the brook the more restrictive regulation for this site than NRPA, given the riparian wetlands present.

Wetland alterations are reviewed by the regulatory agencies on a "project" basis. For example, a commercial development is considered to be one project, even though it may be developed in phases over time, such as the addition of another building or parking lot. The permit thresholds for wetland alterations are total alterations for the entire project, not per construction phase. The cumulative loss of wetland area must be considered for all development phases on this site. The developer is not only responsible for all of the planned alterations that are required for the project, such as for roadways and stormwater management, but also for any other related alterations that can be reasonably anticipated. Both the DEP and the Corps hold the developer responsible for knowing where the wetlands are on the site prior to any construction activities or other disturbance (refer to final wetland map), what wetland alterations have been permitted (copy of any permits received and the conditions of approval) and what the development restrictions are.

Permit approvals for wetland alterations are possible. However, the regulatory agencies initially assume that the project planning and design will avoid and minimize wetland alterations where practicable. Minor alterations of freshwater wetlands (less than 4,300 square feet in total) that do not alter wetlands of special significance (WOSS) do not need a permit from the DEP and no notification is required. If a total wetland impact is greater than 4,300 square feet and less than 15,000 square feet, and does not alter a WOSS, a Tier 1 wetland alteration permit is required from only the DEP. Tier 2 and 3 alterations are total impacts of 15,000 square feet to less than 1 acre, and for 1 acre or more, respectively, and require permits from both the DEP and the Corps. Mitigation is typically not required for a Tier 1 alteration, only for larger impacts.

Vernal Pools

The Maine DEP, the ACOE and some municipalities have authority to also regulate projects impacting vernal pools and the land area adjacent to these pools. The authority of each entity is project-specific and may not be relevant to every site depending on the proposed development plans and the vernal pool characteristics. Development activities within a 250 to 750-foot radius around a vernal pool can be affected, and maybe dramatically restricted. The extent that development activity is allowed primarily depends on the level of breeding activity within a given vernal pool by amphibian "Indicator Species".

The DEP currently regulates vernal pools pursuant to either the Natural Resources Protection Act: Chapter 335 Significant Wildlife Habitat or Site Location of Development ("Site Law", Statute 5-01-08). The DEP has

regulatory authority under the Site Law Rules, Chapter 375, "No Adverse Environmental Effect" standard in Section 15: "Protection of Wildlife and Fisheries". Pertinent sections of Chapter 375 state that "A buffer strip of sufficient area will be established to provide wildlife with travel lanes between areas of available habitat" and "Proposed alterations and activities will not adversely affect wildlife and fisheries lifecycles". This can also include the land surrounding the pool, which is why significant vernal pools on Site Law projects are typically afforded protection with a 500-foot radius buffer around the pool.

Since September 1, 2007, the DEP has regulated all "naturally occurring" vernal pools within the state pursuant to NRPA Chapter 335, even if the proposed project is not large enough to be regulated under the Site Law. All vernal pools deemed *significant* using the "abundance criteria" in the table above are regulated by DEP regardless of whether or not wetland alterations are proposed on a particular site. The agency requires that at least 75% of the forested habitat within a 250-foot radius around the vernal pool edge be avoided and preserved.

At the federal level, the ACOE issued a General Permit (PGP) to the general public of the State of Maine that was effective on October 12, 2010 to October 11, 2015. This GP authorizes the DEP to review wetland alteration permits with "minimal impacts" to expedite the process of wetland alteration permit review. However, the ACOE also reserved the right under the GP to directly review certain projects that may alter specific natural resources. In the GP's General Requirements, *Conditions 24 and 27* detail the protection afforded vernal pools. *Condition 24* indicates any discharges or alterations into amphibian breeding areas and areas surrounding these areas should be minimized to the maximum extent possible. *Condition 27* specifically states that alterations to uplands within 750 feet of the vernal pools need to be minimized. These regulations essentially allow the ACOE to regulate any activity in the vernal pool or within 750 feet of the delineated Spring/Fall high water mark of the vernal pool.

However, it should be noted that the ACOE does not have jurisdiction if there are no wetland alterations proposed on a site. In such a case, the Maine DEP would have regulatory authority over the vernal pools only if the pools are deemed *significant* or if the project needs a Site Law permit. The ACOE may still exert jurisdiction over any development activities on this parcel if wetland alterations occur, in any amount, if vernal pools are present. Also note that the ACOE does not have *significance* levels or minimum criteria for abundance that guide their authority.

Summary

The location of wetlands along the easterly site boundary suggests that wetland impacts would likely be unavoidable if any development was proposed as there is no other access on to the property owned by the Town or School District that would not require wetland alteration. In addition, the site's proximity to Reeds Brook and the presence of PVP's could be problematic for any development in the easterly portion of the lot if the PVP's turn out to be vernal pools, particularly if they are "significant vernal pools". If the PVP's are vernal pools and if any wetland alteration is required, permitting may be very difficult, especially with the federal regulatory agencies like US Fish and Wildlife. The PVP's on this site should be evaluated this spring to determine their status, as whether or not they are vernal pools and their significance level is obviously needs to be known.

Please be advised that project permitting can be very costly and time consuming in some cases. However, we estimate about 7,000 to 10,000 sq. ft. of wetland alteration would be required for an access road (total of 50 feet in width of fill assumed) to be constructed across the scrub shrub wetland on to the upland from the Reeds Brook School parcel. That alteration would be of a typical scrub shrub wetland and likely require only a Tier 1 permit, unless the PVP's are found to be "significant vernal pools". Then either a Tier 1/2 or Tier 2 permit may be required, depending on the federal agency comments.

On a positive note, any proposed development of the site by the School District would likely be characterized by the regulatory agencies as "expansion of an existing facility", which is commonly much easier to obtain resource alteration permits for. Any other entity, whether it is the Town or a private developer, would likely have a much more difficult challenge justifying any alteration for a non-school related project.

Thank you for the opportunity to assist you with this land evaluation effort. Please contact us if you have any questions.

Sincerely,

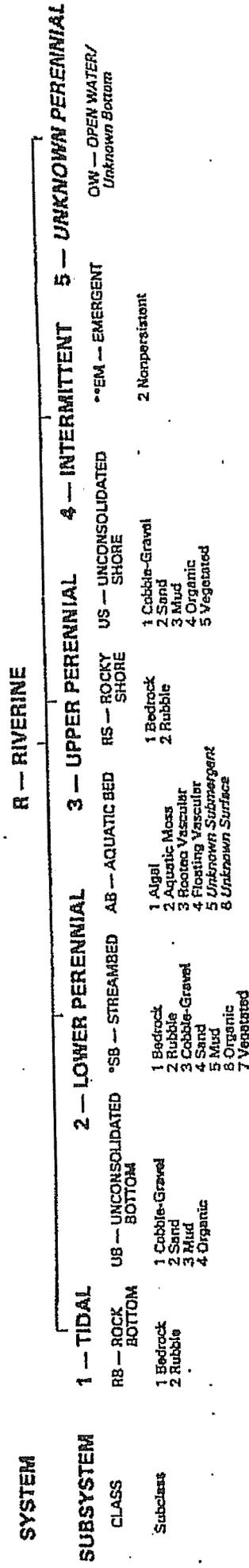
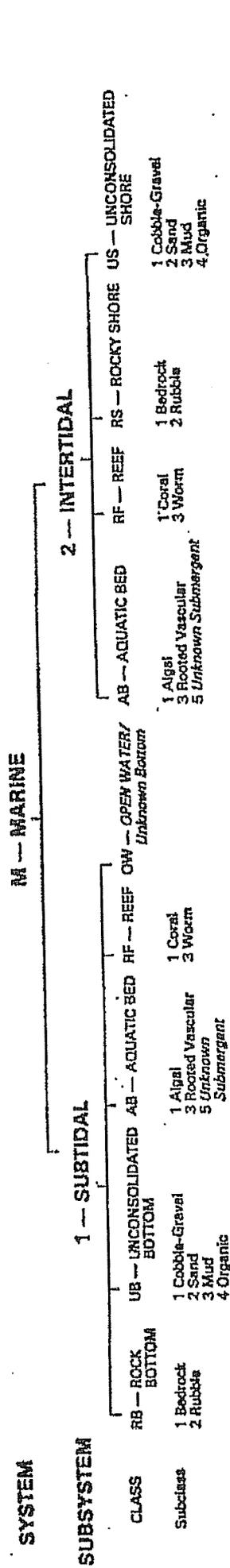
MOYSE ENVIRONMENTAL SERVICES, INC.



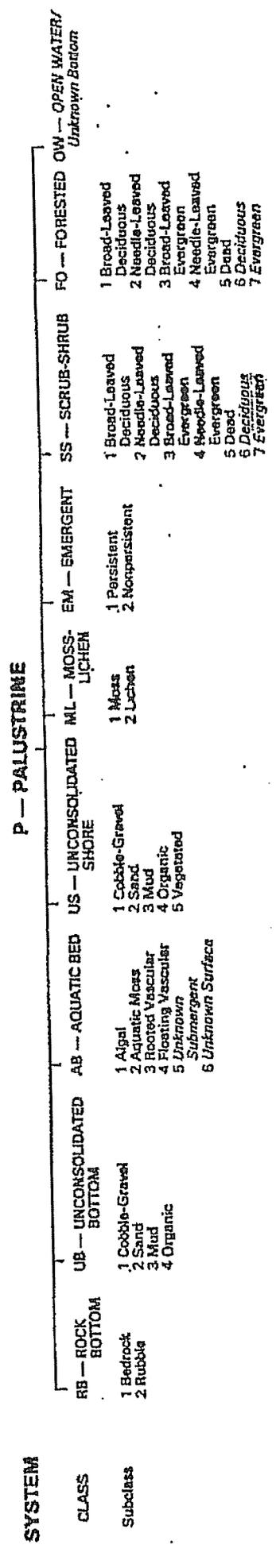
David W. Moyse, CSS, LSE

cc: File





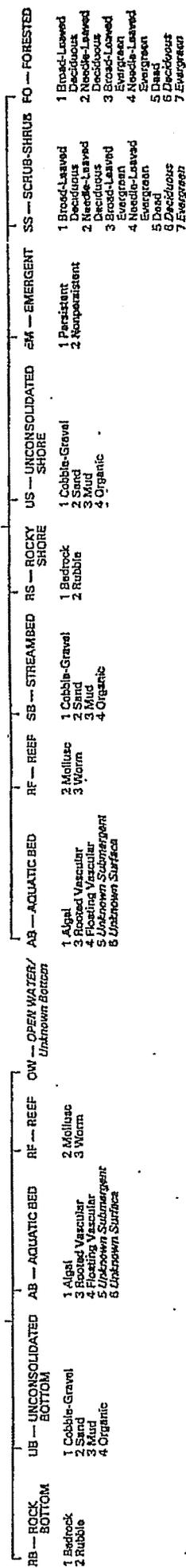
*STREAMBED is limited to TIDAL and INTERMITTENT SUBSYSTEMS, and comprises the only CLASS in the INTERMITTENT SUBSYSTEM.
 **EMERGENT is limited to TIDAL and LOWER PERENNIAL SUBSYSTEMS.



E — ESTUARINE

2 — INTERTIDAL

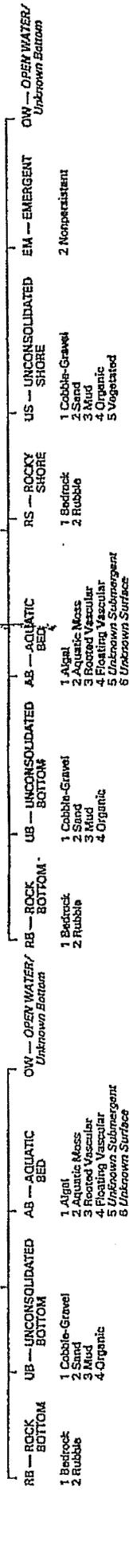
1 — SUBTIDAL



L — LACUSTRINE

2 — LITTORAL

1 — LIMNETIC



MODIFIERS

In order to more adequately describe wetland and deepwater habitats one or more of the water regime, water chemistry, soil, or special modifiers may be applied at the class or lower level in this hierarchy. The former modifier may also be applied to the ecological system.

WATER REGIME

Non-Tidal		Tidal	
A	Temporarily Flooded	K	Artificially Flooded
B	Saturated	L	Subtidal
C	Seasonally Flooded	M	Irregularly Exposed
D	Well-Drained	N	Regularly Flooded
E	Seasonally Flooded/Saturated	P	Irregularly Flooded
F	Permanently Flooded	S	Temporarily Flooded
G	Intermittently Exposed	T	Seasonal-Tidal
		U	Unknown
		V	Permanent-Tidal
		W	Intermittently Flooded
		X	Artificially Flooded
		Y	Flooded/Temporary
		Z	Saturated/Permanent/Intermittently Exposed
			U/Unknown

*These water regimes are only used in tidally influenced, freshwater systems.

WATER CHEMISTRY

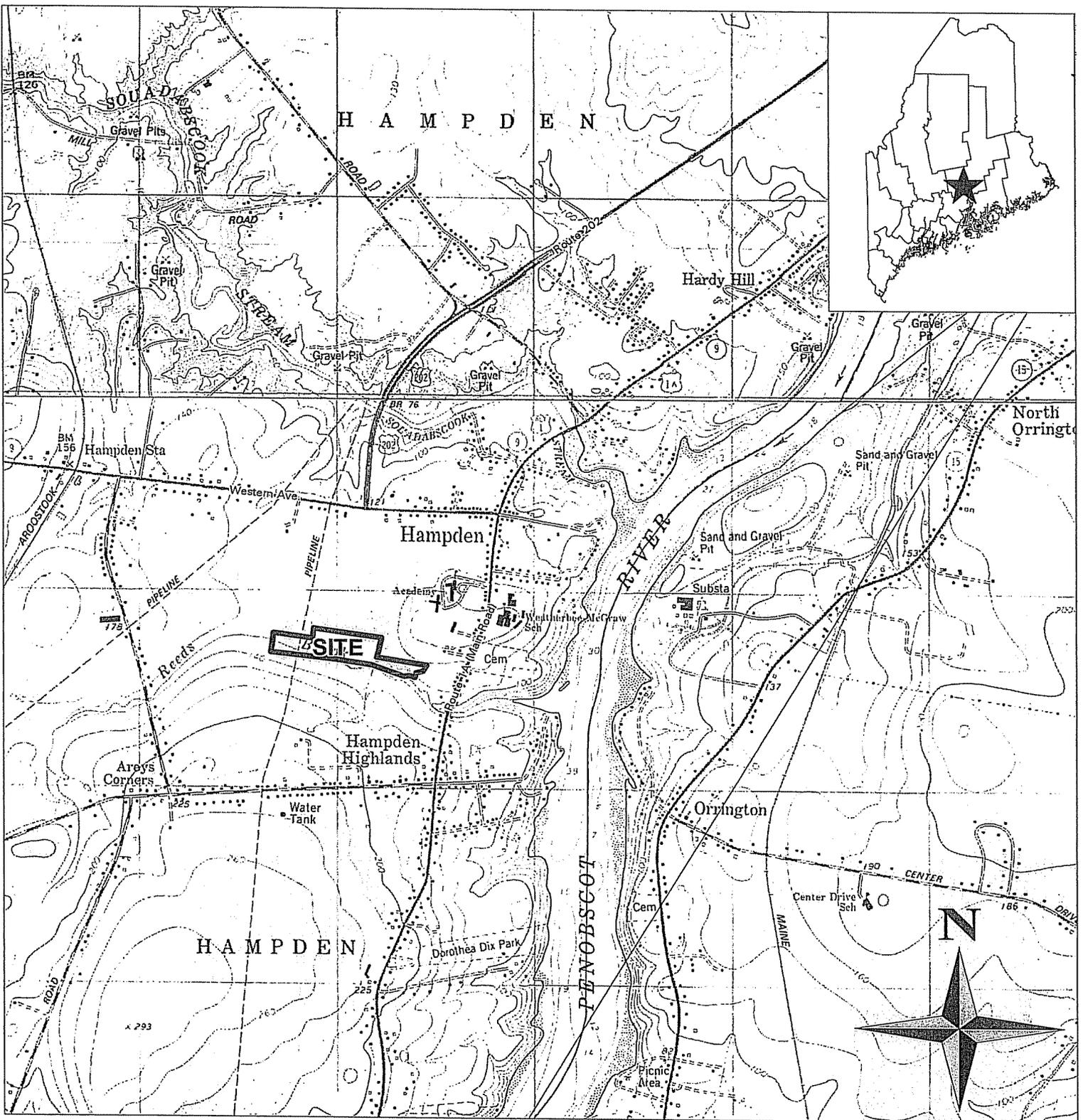
Coastal Salinity	Inland Salinity	pH Modifiers for all Fresh Water
1 Hypohaline	7 Hypersaline	a Acid
2 Euhaline	8 Euhaline	i Circumneutral
3 Microhaline (Brackish)	9 Mikrosaline	t Alkaline
4 Polyhaline	0 Fresh	
5 Mesohaline		
6 Oligohaline		
0 Fresh		

SOIL

g Organic
n Mineral

SPECIAL MODIFIERS

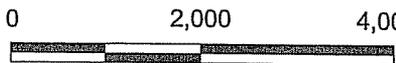
b Beaver
d Partially-Drained/Ditched
f Farmed
h Diked/Impounded
r Artificial Substrate
s Spoil
z Elevation



<p>Sheet Title:</p> <p>SITE LOCATION MAP</p> <p>Route 1A (Main Road), Hampden, ME 04444</p>	<p>Project:</p> <p>TOWN OF HAMPDEN PARCEL</p>
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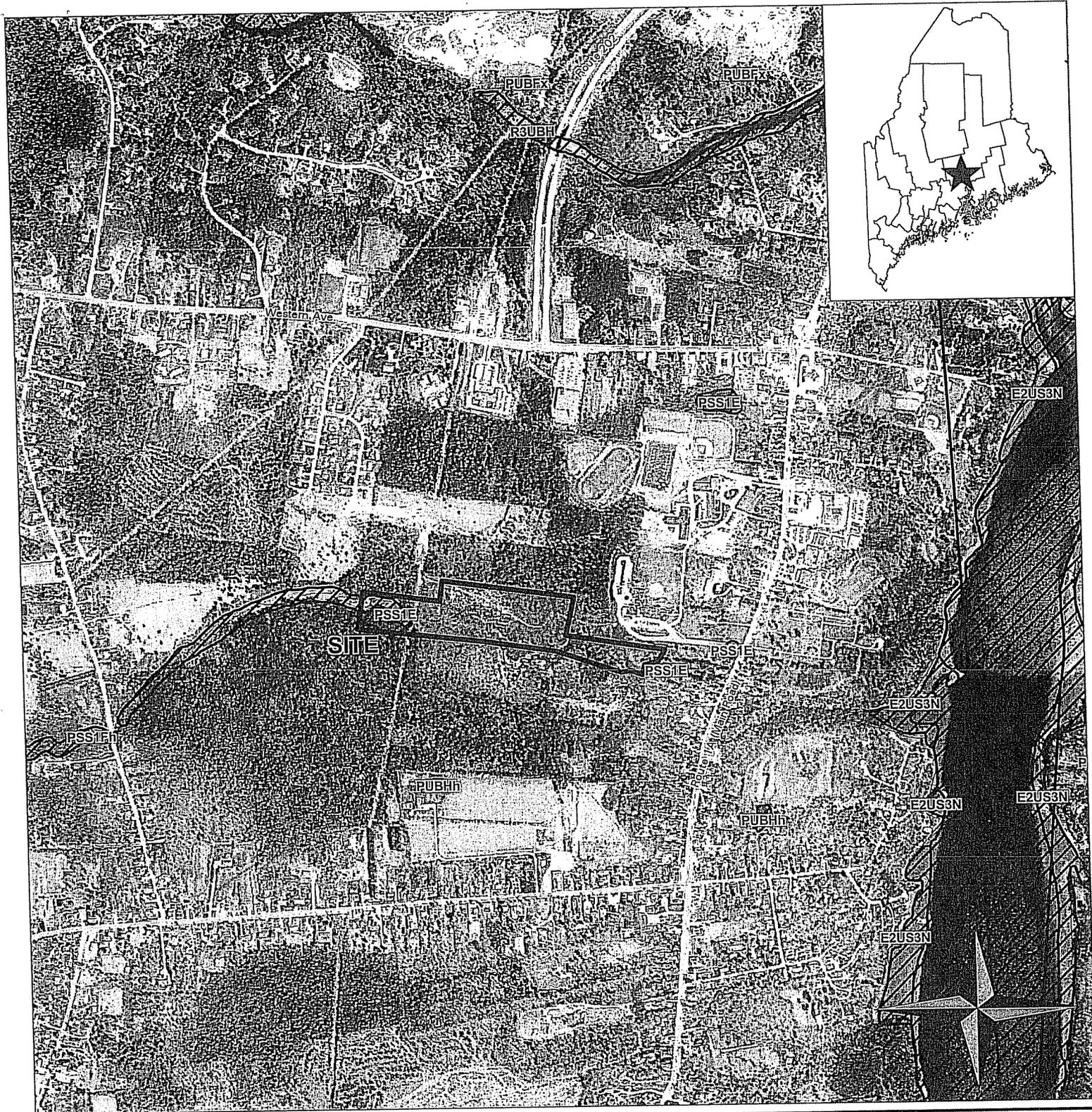
MOYSE
ENVIRONMENTAL
SERVICES, INC.
 Soil and Land Use Consulting
 42 Pleasant View Avenue, Bangor, ME 04491
 Phone (207) 845-6179
 Fax (207) 433-7225



0 2,000 4,000

1 inch = 2000 feet

<p>Date:</p> <p>December 28, 2010</p>
<p>File No.:</p> <p>07-098WSP_WBRC_MSAD-22</p>
<p>Client:</p> <p>MSAD 22</p>



Sheet Title:

NATIONAL WETLAND INVENTORY MAP

Route 1A (Main Road), Hampden, ME 04444

Project:

TOWN OF HAMPDEN PARCEL



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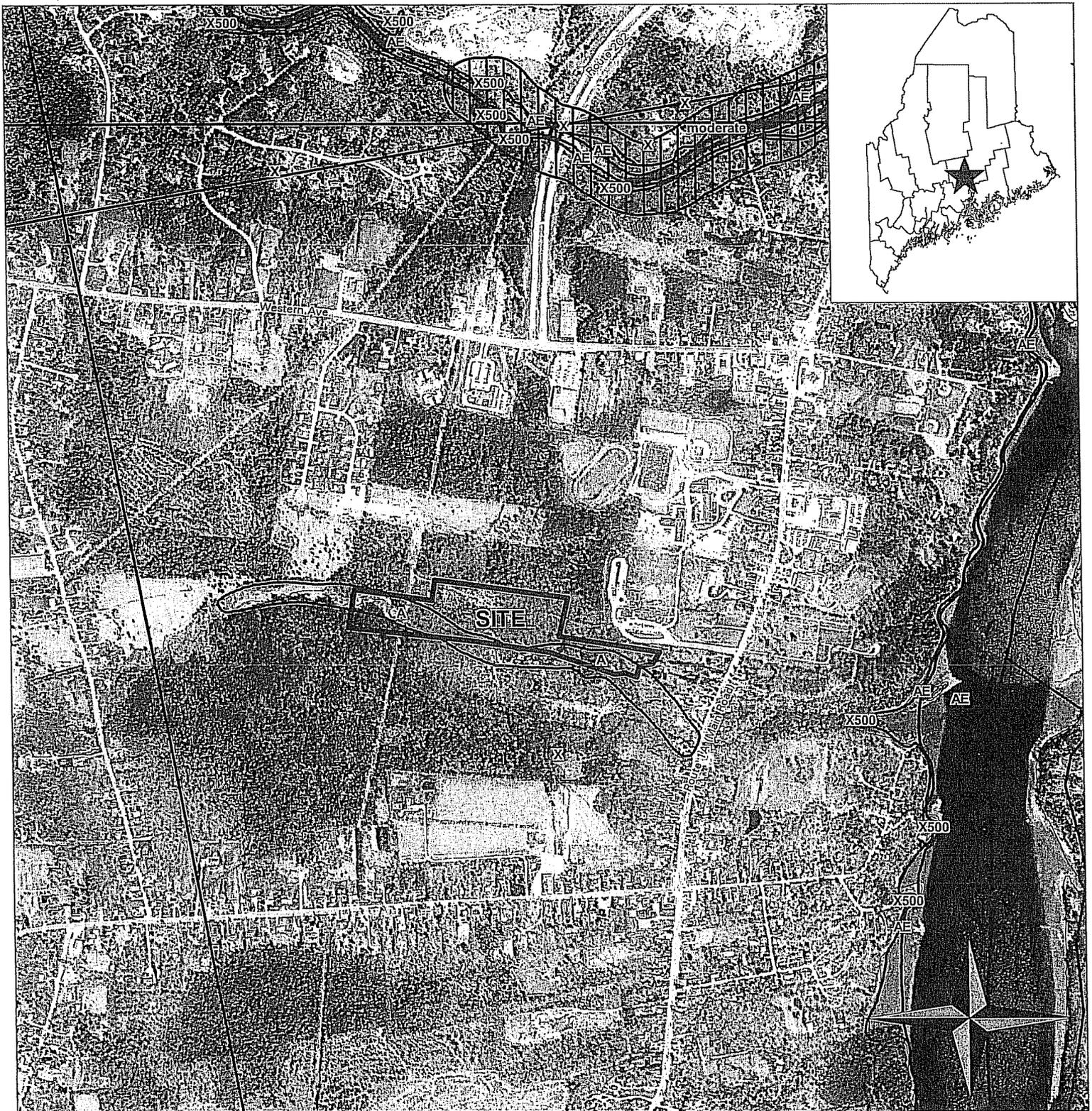


1 inch = 1000 feet

Date: January 14, 2011

File No.: 07-098WSP_WBRC_MSAD-22

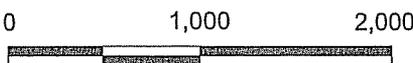
Client: MSAD 22



<p>Sheet Title:</p> <p>FEMA FLOOD PLAIN MAP</p>	<p>Project:</p> <p>TOWN OF HAMPDEN PARCEL</p> <p>Route 1A (Main Road), Hampden, ME 04444</p>
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0 1,000 2,000

1 inch = 1000 feet

Date:	January 14, 2011
File No.:	07-098WSP_WBRC_MSAD-22
Client:	MSAD 22

FEMA Flood Plain

FIRM is Q3 Flood Data derived from the Flood Insurance Rate Maps (FIRMs) published by the Federal Emergency Management Agency (FEMA) mapped at 1:24000 scale. The file is georeferenced to the earth's surface using the Universal Transverse Mercator (UTM) projection and a zonal coordinate system (units in meters). Specifications for the horizontal control of Q3 Flood Data files are consistent with those required for mapping at a scale of 1:24000.

Purpose: The FIRM is the basis for floodplain management, mitigation, and insurance activities for the National Flood Insurance Program (NFIP). Insurance applications include enforcement of the mandatory purchase requirement of the Flood Disaster Protection Act, which "requires the purchase of flood insurance by property owners who are being assisted by Federal programs or by Federally supervised, regulated, or insured agencies or institutions in the acquisition or improvement of land facilities located or to be located in identified areas having special flood hazards" (Section 2 (b) (4) of the 1973 Flood Disaster Protection Act). In addition to the identification of Special Flood Hazard Areas (SFHAs), the risk zones shown on the FIRMs are the basis for the establishment of premium rates for flood insurance coverage offered through the NFIP. Q3 Flood Data files convey certain key features from the existing hard copy FIRM. Edge-matching errors, overlaps and deficiencies in coverage, and similar problems are not corrected during digitizing or post-processing. The Q3 Flood Data files are intended to provide users with automated flood risk data that may be used to locate SFHAs. More detailed information may be obtained from the paper FIRM.

Printed maps, hardcopy Flood Insurance Rate Maps used as the source of this data, published by the Federal Emergency Management Agency 11/1974-6/1996

ZONE - flood hazard zone designation FEMA FIRM, multiple Codes refer to "Q3 Flood Data Specifications"

A:

An area inundated by 100-year flooding, for which no Base Flood Elevations (BFES) have been determined; IN Special Flood Hazard Area (SFHA).

AE:

An area inundated by 100-year flooding, for which Base Flood Elevations (BFES) have been determined; IN Special Flood Hazard Area (SFHA).

AO:

An area inundated by 100-year flooding (usually sheet flow on sloping terrain), for which average depths have been determined; flood depths range from 1 to 3 feet; IN Special Flood Hazard Area (SFHA).

AH:

An area inundated by 100-year flooding (usually an area of ponding), for which Base Flood Elevations have been determined; flood depths range from 1 to 3 feet; IN Special Flood Hazard Area (SFHA).

VE:

An area inundated by 100-year flooding with velocity hazard (wave action); Base Flood Elevations (BFES) have been determined; IN Special Flood Hazard Area (SFHA).

X500:

An area inundated by 500-year flooding; an area inundated by 100-year flooding with average depths of less than 1 foot or with drainage areas less than 1 square mile; or an area protected by levees from 100-year flooding; OUT Special Flood Hazard Area (SFHA).

X:

An area that is determined to be outside the 100- and 500-year floodplains; OUT Special Flood Hazard Area (SFHA).

ANI:

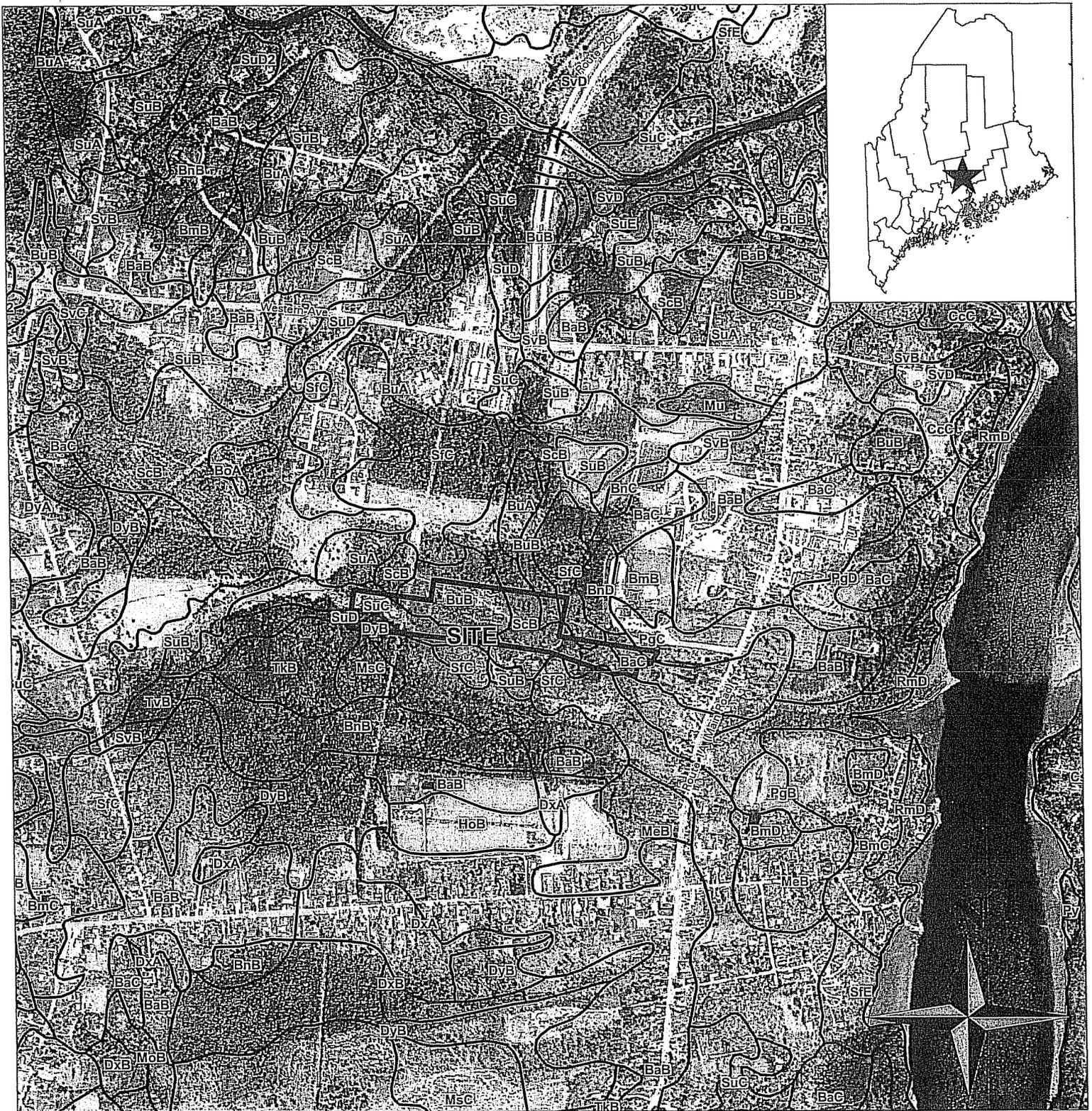
An area that is located within a community or county that is not mapped on any published FIRM; OUT Special Flood Hazard Area (SFHA).

UNDES:

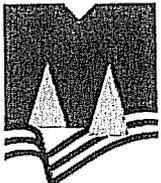
A body of open water, such as a pond, lake, ocean, etc., located within a community's jurisdictional limits that has no defined flood hazard; OUT Special Flood Hazard Area (SFHA).

D:

An area of undetermined but possible flood hazards; OUT Special Flood Hazard Area (SFHA).



Sheet Title: SOIL CONSERVATION SERVICE SOIL SURVEY MAP	Project: TOWN OF HAMPDEN PARCEL Route 1A (Main Road), Hampden, ME 04444
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 ENVIRONMENTAL
 SERVICES, INC.**

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1 inch = 1000 feet

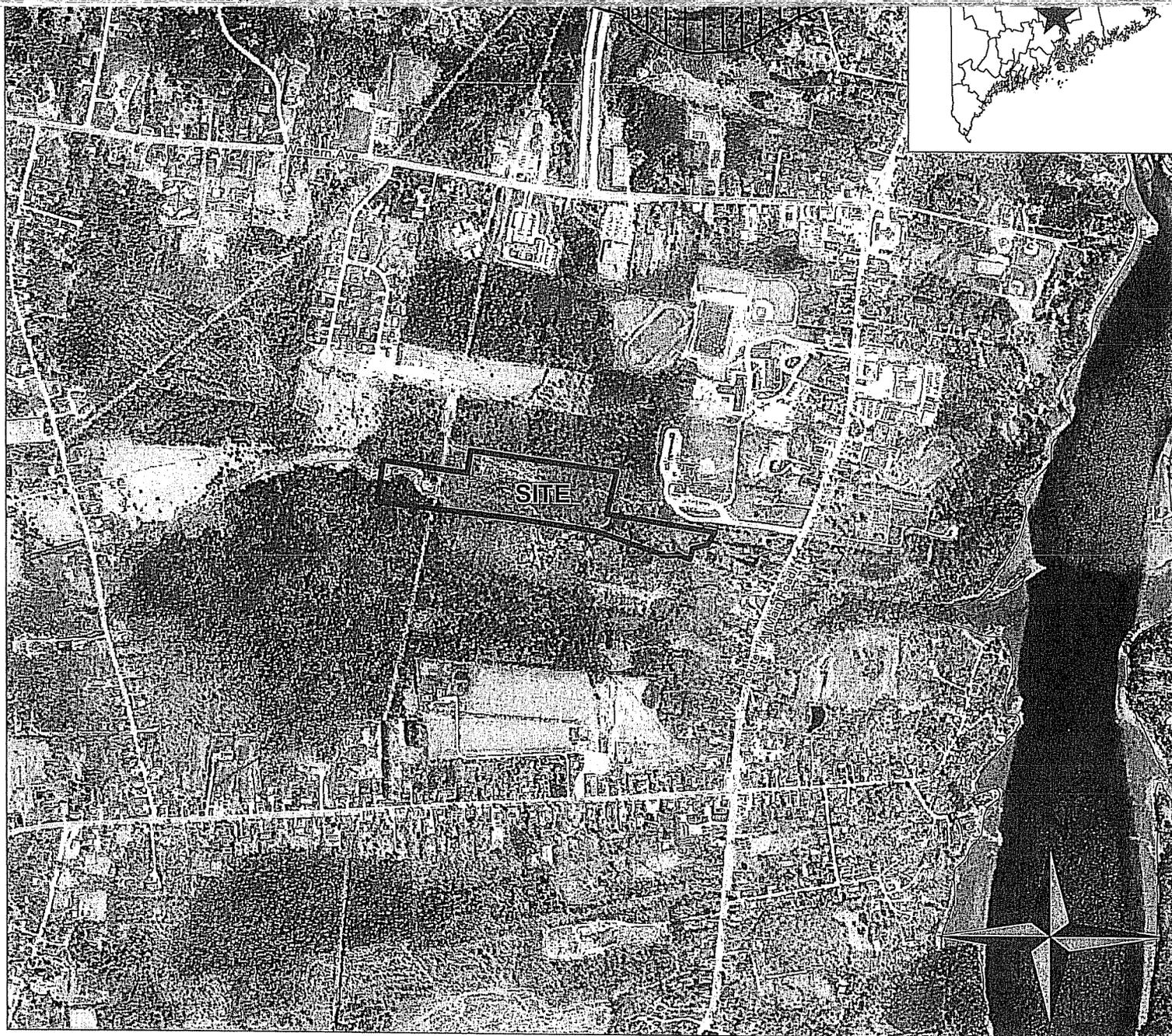
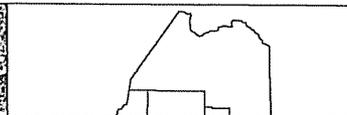
Date:	January 14, 2011
File No.:	07-098WSP_WBRC_MSAD-22
Client:	MSAD 22

SOIL LEGEND

The first capital letter is the initial one of the soil name. A second capital letter, A, B, C, D, or E, shows the slope. Symbols without a slope letter are those of nearly level soils, such as Limerick silt loam, or of land types, such as Rock outcrop, which have a considerable range of slope. A final number 2, in the symbol, shows that the soil is eroded.

SYMBOL	NAME	SYMBOL	NAME
AaB	Adams loamy sand, 0 to 8 percent slopes	MeA	Melrose fine sandy loam, 0 to 2 percent slopes
AaC	Adams loamy sand, 8 to 15 percent slopes	MeB	Melrose fine sandy loam, 2 to 8 percent slopes
AaE	Adams loamy sand, 15 to 45 percent slopes	MeC	Melrose fine sandy loam, 8 to 15 percent slopes
AgA	Allagash fine sandy loam, 0 to 2 percent slopes	Mn	Mixed alluvial land
AgB	Allagash fine sandy loam, 2 to 8 percent slopes	MoB	Monarda silt loam, 0 to 8 percent slopes
AgC	Allagash fine sandy loam, 8 to 15 percent slopes	MrB	Monarda and Burnham very stony silt loams, 0 to 8 percent slopes
AgD	Allagash fine sandy loam, 15 to 25 percent slopes	MSc	Monarda and Burnham extremely stony silt loams, 0 to 15 percent slopes
BaA	Bangor silt loam, 0 to 2 percent slopes	Mu	Muck
BaB	Bangor silt loam, 2 to 8 percent slopes	On	Ondawa fine sandy loam
BaC	Bangor silt loam, 8 to 15 percent slopes	Pa	Peat and muck
BaD	Bangor silt loam, 15 to 25 percent slopes	Pc	Peat, coarsely fibrous
BmB	Bangor silt loam, moderately deep, 2 to 8 percent slopes	PI	Peat, moderately fibrous
BmC	Bangor silt loam, moderately deep, 8 to 15 percent slopes	PgB	Plaisted gravelly loam, 2 to 8 percent slopes
BmD	Bangor silt loam, moderately deep, 15 to 35 percent slopes	PgC	Plaisted gravelly loam, 8 to 15 percent slopes
BnB	Bangor very stony silt loam, 0 to 8 percent slopes	PgD	Plaisted gravelly loam, 15 to 25 percent slopes
BnC	Bangor very stony silt loam, 8 to 15 percent slopes	PgE	Plaisted gravelly loam, 25 to 45 percent slopes
BnD	Bangor very stony silt loam, 15 to 25 percent slopes	PHB	Perham silt loam, 0 to 8 percent slopes
BoA	Biddeford silt loam, 0 to 3 percent slopes	PHC	Perham silt loam, 8 to 15 percent slopes
Bra	Burnham silt loam, 0 to 3 percent slopes	PmB	Perham stony silt loam, 0 to 8 percent slopes
BuA	Buxton silt loam, 0 to 2 percent slopes	PmC	Perham stony silt loam, 8 to 15 percent slopes
BuB	Buxton silt loam, 2 to 8 percent slopes	PrC	Plaisted very stony loam, 5 to 15 percent slopes
BuC	Buxton silt loam, 8 to 15 percent slopes	PRE	Plaisted very stony loam, 15 to 45 percent slopes
BxB	Buxton, Scantic, and Biddeford stony silt loams, 0 to 8 percent slopes	Ps	Peat, sphagnum
CaC	Canaan extremely rocky sandy loam, 5 to 15 percent slopes	PxC	Plaisted extremely stony loam, 5 to 15 percent slopes
CaE	Canaan extremely rocky sandy loam, 15 to 45 percent slopes	Py	Podunk fine sandy loam
CcB	Colton cobbly sandy loam, dark materials, 0 to 8 percent slopes	RaB	Red Hook and Atherton silt loams, 0 to 8 percent slopes
CcC	Colton cobbly sandy loam, dark materials, 8 to 15 percent slopes	RdB	Red Hook and Atherton fine sandy loams, 0 to 8 percent slopes
CcD	Colton cobbly sandy loam, dark materials, 15 to 25 percent slopes	Re	Riverwash
CcE	Colton cobbly sandy loam, dark materials, 25 to 45 percent slopes	RkC	Rockland, Canaan material, sloping
CnA	Colton gravelly sandy loam, dark materials, 0 to 2 percent slopes	RkD	Rockland, Canaan material, strongly sloping
CnB	Colton gravelly sandy loam, dark materials, 2 to 8 percent slopes	RmC	Rockland, Thorndike material, sloping
CnC	Colton gravelly sandy loam, dark materials, 8 to 15 percent slopes	RmD	Rockland, Thorndike material, strongly sloping
CnD	Colton gravelly sandy loam, dark materials, 15 to 25 percent slopes	Ro	Rock outcrop
CnE	Colton gravelly sandy loam, dark materials, 25 to 45 percent slopes	Sa	Saco silt loam
CyA	Colton loamy fine sand, dark materials, 0 to 2 percent slopes	ScB	Scantic silt loam, 0 to 8 percent slopes
CaB	Colton loamy fine sand, dark materials, 2 to 8 percent slopes	SeA	Stetson fine sandy loam, 0 to 2 percent slopes
CaC	Colton loamy fine sand, dark materials, 8 to 15 percent slopes	SeB	Stetson fine sandy loam, 2 to 8 percent slopes
CiD	Colton loamy fine sand, dark materials, 15 to 25 percent slopes	SeC	Stetson fine sandy loam, 8 to 15 percent slopes
DaA	Daigle silt loam, 0 to 2 percent slopes	SuD	Stetson fine sandy loam, 15 to 25 percent slopes
DaB	Daigle silt loam, 2 to 8 percent slopes	SiC	Stetson-Suffield complex, 0 to 15 percent slopes
DaC	Daigle silt loam, 8 to 15 percent slopes	SjE	Stetson-Suffield complex, 15 to 45 percent slopes
DgA	Daigle stony silt loam, 0 to 2 percent slopes	ShD	Stony land, Hermon material, strongly sloping
DgB	Daigle stony silt loam, 2 to 8 percent slopes	SpD	Stony land, Plaisted material, strongly sloping
DgC	Daigle stony silt loam, 8 to 15 percent slopes	SuA	Suffield silt loam, 0 to 2 percent slopes
DxA	Dixmont silt loam, 0 to 2 percent slopes	SuB	Suffield silt loam, 2 to 8 percent slopes
DxB	Dixmont silt loam, 2 to 8 percent slopes	SuC	Suffield silt loam, 8 to 15 percent slopes
DxC	Dixmont silt loam, 8 to 15 percent slopes	SuC2	Suffield silt loam, 8 to 15 percent slopes, eroded
DyA	Dixmont very stony silt loam, 0 to 2 percent slopes	SuD	Suffield silt loam, 15 to 25 percent slopes
DyB	Dixmont very stony silt loam, 2 to 8 percent slopes	SuD2	Suffield silt loam, 15 to 25 percent slopes, eroded
DyC	Dixmont very stony silt loam, 8 to 15 percent slopes	SuE	Suffield silt loam, 25 to 45 percent slopes
EwB	Elmwood fine sandy loam, 0 to 8 percent slopes	SvA	Suffield very fine sandy loam, 0 to 2 percent slopes
Ha	Hadley silt loam	SvB	Suffield very fine sandy loam, 2 to 8 percent slopes
HbB	Hermon sandy loam, 2 to 8 percent slopes	SvC	Suffield very fine sandy loam, 8 to 15 percent slopes
HbC	Hermon sandy loam, 8 to 15 percent slopes	SvD	Suffield very fine sandy loam, 15 to 25 percent slopes
HdB	Hermon sandy loam, moderately deep, 2 to 8 percent slopes	ThB	Thorndike shaly silt loam, 2 to 8 percent slopes
HdC	Hermon sandy loam, moderately deep, 8 to 15 percent slopes	ThC	Thorndike shaly silt loam, 8 to 15 percent slopes
HeB	Hermon very stony sandy loam, 2 to 8 percent slopes	ThD	Thorndike shaly silt loam, 15 to 25 percent slopes
HeC	Hermon very stony sandy loam, 8 to 15 percent slopes	ThE	Thorndike shaly silt loam, 25 to 45 percent slopes
HeE	Hermon very stony sandy loam, 15 to 45 percent slopes	TkB	Thorndike very rocky silt loam, 2 to 8 percent slopes
HhC	Hermon extremely stony sandy loam, 5 to 15 percent slopes	TkC	Thorndike very rocky silt loam, 8 to 15 percent slopes
HoB	Howland gravelly loam, 0 to 8 percent slopes	TvB	Thorndike very stony silt loam, 2 to 8 percent slopes
HoC	Howland gravelly loam, 8 to 15 percent slopes	TvC	Thorndike very stony silt loam, 8 to 15 percent slopes
HvB	Howland very stony loam, 0 to 8 percent slopes	TvD	Thorndike very stony silt loam, 15 to 35 percent slopes
HvC	Howland very stony loam, 8 to 15 percent slopes	Wn	Winooski silt loam
HvD	Howland very stony loam, 15 to 25 percent slopes		
Lk	Limerick silt loam		
MaB	Machias fine sandy loam, 0 to 8 percent slopes		
MbB	Madawaska very fine sandy loam, 0 to 8 percent slopes		
Md	Made land		

Soil map constructed 1962 by Cartographic Division, Soil Conservation Service, USDA, from 1942, 1947 and 1960 aerial photographs. Controlled mosaic based on Maine plane coordinate system, east zone, transverse Mercator projection, 1927 North American datum.



Sheet Title:

**IF&W INLAND WADING BIRD
& WATERFOWL HABITAT**

Project:

TOWN OF HAMPDEN PARCEL

Route 1A (Main Road), Hampden, ME 04444



**MOYSE
ENVIRONMENTAL
SERVICES, INC.**
Soil and Land Use Consulting
42 Pleasant View Avenue, Bangor, ME 04401
Phone (207) 845-6179
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0 1,000 2,000



1 inch = 1000 feet

Date:

January 14, 2011

File No.:

07-098WSP_WBRC_MSAD-22

Client:

MSAD 22

Maine Department of Inland Fisheries and Wildlife

Purpose: To identify boundaries of Inland Waterfowl / Wading Bird Habitats (IWWHs) those qualify under Municipal Shoreland Zoning (MSZ). This layer is the official definition of IWWH under MSZ.

IWWH –

Wetland complex identification number, Feature ID for relating to MDIFW ACCESS database of Inland Waterfowl and Wading Bird Habitats, except those starting with "UMO" which indicates they were generated by Heather L. Rustigian and William B. Krohn, University of Maine, Maine Cooperative Fish and Wildlife Research Unit.

This layer represents Inland Waterfowl / Wading bird Habitat (**IWWH**) that qualify under Municipal Shoreland Zoning. To qualify, each IWWH must be a Significant Wildlife Habitat defined under Maine's Natural Resources Protection Act (NRPA; <http://www.maine.gov/dep/blwq/docstand/nrpapage.htm>). Polygons with a high or moderate rating meet the Significant Wildlife Habitat definition and are protected under NRPA; low-rated polygons do not meet the definition and are not protected under NRPA. NRPA Iwwhs with a wetland acreage (which does not include forested wetlands) of at least 10 acres qualify under Municipal Shoreland Zoning. Boundaries and attributes of polygons in organized townships were updated in 2008 by MDIFW staff using recent (2001-2007), high-resolution (<=1 m), color orthoimagery. For most polygons, multiple images from different years and seasons were used. Polygons in unorganized townships were mapped by MDIFW regional staff in the 1990s from lower-resolution orthoimagery, various wetland data sets, and field visits or via an automated process developed by Heather Rustigian and William Krohn (USGS Biological Resources Division) using statewide digital NWI (National Wetlands Inventory) data, aerial imagery, and hydrology data. Each IWWH boundary includes a 250-foot upland zone around the wetland perimeter. Upland zones were edited to exclude areas of intensive development, slivers crossing major roads into non-wetland habitat, and shorelines >250 ft from a vegetated, non-forested wetland on a Great Pond. This update was completed Nov 20, 2008.

RATING –

Rating of the IWWH (*moderate and high-value polygons are considered as candidate NRPA habitats*). See the *Supplemental Information* section of the layer description for rating criteria.

Supplemental Information: Five criteria are used to assess IWWHs: Dominant wetland type, Diversity of wetland types, Size, Interspersion, and Amount of open water. A **high** to **moderate** value inland habitat is an inland wetland complex including a 250 ft upland habitat zone that, through a combination of the five criteria listed above, meets MDIFW guidelines or is an inland wetland complex. For further information on this rating system please refer to the following document: "GIS-Based Evaluation of Waterfowl and Wading Bird Habitats in Maine" by Heather L. Rustigian and William B. Krohn, University of Maine, Orono, Final Contract Report to the Maine Dept. Inland Fisheries and Wildlife, Augusta, Maine, June 2002. Not all ratings have been field verified.