

TOWN COUNCIL MINUTES

FEBRUARY 17, 2009

Due to the President's Day holiday, the regularly scheduled meeting of the Hampden Town Council was held on Tuesday, February 17, 2009. The meeting was held at the municipal building council chambers and was called to order by Mayor Arnett at 7:05 p.m.

Attendance: Councilors: Mayor Matthew Arnett, Shannon Cox, Andre Cushing, Thomas Brann, William Shakespeare, Jean Lawlis and Janet Hughes

Town Manager: Susan Lessard

Town Counsel: Thomas Russell

Department Heads/Staff: Public Works Director Chip Swan, Public Safety Director Joseph Rogers, Lieutenant Ray Pipes and Firefighter Jason Lundstrom

Mark Pierce of "*Paper Talks*", John Kenney of WBRC Architects/Engineers, and citizens

During the meeting, Mayor Arnett presented a plaque to long-time Economic Development Director Bion Foster in honor of his service and commitment to the Town of Hampden and its citizens. Representative Andre Cushing also presented Bion with a sentiment from the Maine Legislature.

A. CONSENT AGENDA

Treasurer's Warrants were reviewed and signed by the Finance Committee. Motion by Councilor Cushing, seconded by Councilor Brann to accept the balance of the Consent Agenda – unanimous vote in favor.

B. PUBLIC COMMENTS

There were none.

C. POLICY AGENDA

1. PUBLIC HEARINGS

There were none.

2. NOMINATIONS-APPOINTMENTS-ELECTIONS

a. Applications for Reappointment:

1. Russell Lumley – Board of Assessment Review
2. David Barrett – Dyer Library Board of Trustees
3. Ruth “Judy” Beebe – Dyer Library Board of Trustees
4. Mark Russell – Dyer Library Board of Trustees
5. Mary An Bjorn – Dyer Library Board of Trustees
6. Yvonne Lambert – Dyer Library Board of Trustees
7. Walter Cupples – Economic Development Committee
8. Karen Brooks – Lura Hoit Pool Board of Trustees
9. Peter Weatherbee – Planning Board
10. Richard Armstrong – Board of Appeals

Mayor Arnett read the list of applicants for the record. Motion by Councilor Cox, seconded by Councilor Cushing to accept the full slate and reappoint all of the applicants – unanimous vote in favor.

3. UNFINISHED BUSINESS

a. TRANSFER STATION DECAL ISSUANCE RULES – INFRASTRUCTURE COMMITTEE RECOMMENDATION

Manager Lessard explained that the purpose of the changes is to address some issues that have come up since implementation of the policy last April. There are instances where residents drive company-owned vehicles that are not registered in Hampden and under the current rules, a decal can not be issued because the vehicle was not registered in Hampden. The proposed change would allow that type of a vehicle to have a pass to enter the landfill for the same \$5.00 fee. Additionally, under the current rules a pickup truck registered for over 10,000 pounds is not eligible for a sticker. This created a problem for trucks which were registered for more than 10,000 pounds primarily for hauling trailers. Under the proposed change, pickup trucks with a regular bed of no more than 8 feet will be eligible for a sticker. This eliminates the weight issue, but still precludes dump-bodies and other trucks.

Motion by Councilor Brann, seconded by Councilor Cox to approve the amended rules as proposed.

During discussion, Councilor Shakespeare thought that Item #6 of the rules should state “...decals must be permanently affixed...” He moved to amend the motion to say “permanently affixed to the...windshield”. Councilor Lawlis seconded the motion and vote was unanimously in favor.

Vote on the original motion as amended was unanimously in favor.

TRANSFER STATION DECAL ISSUANCE POLICY

The Hampden Transfer Station is for the use of Hampden residential property owners and renters who occupy single family residential units or a residence in a multi-unit development of less than four units.

1. The vehicle registration of the vehicle on which the decal will go must be presented at the time of sticker issuance.
2. To qualify for a residential decal, a vehicle must be registered in Hampden. Residents who otherwise qualify for a sticker but who have company-owned vehicles not registered in Hampden, without the company name or logo on the vehicle, may receive a paper pass for that vehicle for the year for the \$5 fee.
3. Seasonal Residents must own single family residential property not used for rental purposes and provide proof of vehicle registration.
4. No stickers will be issued for commercial construction/contractor vehicles with company name or logo on the vehicle, regardless of place of registration.
5. Stickers will not be issued to trucks other than pickups with a regular pick-up bed of no more than 8 feet.
6. Transfer station decals must be ^{permanently} affixed to the inside of the windshield in the lower left corner on the driver's side of the vehicle for which it was issued. Plate numbers on the decal must match the plate number on the vehicle.
7. Vehicles without a decal or appropriate paper pass will not be allowed access to the transfer station.

This policy was amended by the Hampden Town Council on 2/17/09.

b. AMBULANCE BILLING ABATEMENTS – 2007 – FINANCE
COMMITTEE RECOMMENDATION

Manager Lessard explained that two years ago the Finance Committee determined that it would annually review the oldest year of outstanding receivables and abate those that were no longer collectable. The auditors have advised that in order for the receivables to be true and accurate, they have to reflect only those bills that we actually have a chance of receiving. The total outstanding from 2007 is \$11,626.83 and the Finance Committee has recommended that the charges be abated.

Motion by Councilor Brann, seconded by Councilor Cox to approve abating the charges – unanimous vote in favor.

c. SCHOOL/TOWN – MEMORANDUM OF UNDERSTANDING –
ROUTE 202 ACCESS

As directed by the Council, Manager Lessard and Attorney Russell have worked with the School Superintendent and their attorney to come up with language which meets the needs of both sides. The Council is being asked to ratify this latest proposal (copy attached) and the School Board will discuss it at their next meeting.

Attorney Russell highlighted some of the key points in the agreement, namely that it gives the Town three rights:

- The Town will have vehicular and pedestrian access from Western Avenue over the common drive on the DOT land and a portion of the drive on the existing school property;
- The Town will have a right to connect and extend any utilities that the school might have in the area for the benefit of the Town's land; and
- The right to construct a minor street off their access way and dead-ends at the property line of a private property owner.

He noted that it is limited to recreational use and expressly prohibits residential or commercial use. It is limited to the benefit of the Town's property. The easements will not be granted until the school has been completed and occupied.

Motion by Councilor Shakespeare, seconded by Councilor Cox to accept the agreement between SAD #22 and the Town.

During discussion, Councilor Brann stated that he is not going to oppose the agreement, but at the same time is not in favor of it so he would abstain from voting. Councilor Cushing stated that given his association with the abutting landowners, he would also abstain from voting.

Vote on the motion was 4 in favor (Shakespeare, Lawlis, Arnett and Cox); 1 opposed (Hughes) and 2 abstained (Brann and Cushing) – motion carried.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between **MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 22** (hereinafter "**SAD**") and the **TOWN OF HAMPDEN** (hereinafter "**Town**") as of this ____ day of _____, 2009.

RECITALS

- A. SAD is pursuing the construction of a new high school and associated improvements (the "**Project**") on land of SAD situated off Western Avenue in the Town of Hampden (the "**SAD Parcel**"), the SAD Parcel being more particularly depicted on the concept plan of the Project attached hereto as Exhibit A (the "**Concept Plan**").
- B. SAD intends to acquire by purchase from the Maine Department of Transportation ("**MDOT**") the MDOT Land located between the SAD Parcel and Western Avenue depicted on the Concept Plan, or obtain a Sixty-Six (66) foot wide easement and right-of-way over the MDOT Land, for the purpose of providing access in connection with the Project, including vehicular and pedestrian ingress and egress and the installation, maintenance, repair and replacement of subsurface and above-ground utilities, between Western Avenue and the SAD Parcel.
- C. Town owns property located southerly of, but not adjacent to, the SAD Parcel designated as "Town of Hampden" on the Concept Plan (the "**Town Property**"), which Town Property is southerly of land depicted as "Private Property" on the Concept Plan (the "**Private Property**").
- D. Town desires to have access from Western Avenue over and across the "Common Access Drive" and "Minor Street" located on the MDOT Land and the SAD Parcel and more particularly depicted on the Concept Plan. It is the intention of the Town that such access is to continue over an extension of the Minor Street across the Private Property to the Town Property by virtue of an easement and right-of-way the Town will seek to obtain from the owner of the Private Land (the "**Extension Easement**"). Provided the terms of this Memorandum are satisfied, SAD has indicated its willingness to construct the Common Access Drive to meet or exceed the standards for minor streets as set forth in Section 552 of Town's Subdivision Ordinance (the "**Design Standards**") in accordance with the terms of this Agreement, a copy of which is attached hereto as Exhibit B.
- E. SAD has agreed to cooperate with Town to ensure the Town's access to Western Avenue over the MDOT Land and SAD Parcel pursuant to the terms and conditions of this Memorandum of Understanding, provided however, that such access will not unreasonably interfere with the Project and SAD's continued and future use of the SAD Parcel and the Project as finally constructed thereon.
- F. The SAD Board of Directors and the Town agree that use of any easement, right of way, street or access granted to the Town hereunder not endanger SAD students or staff.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:

1. Town and SAD agree to cooperate in negotiations with the MDOT concerning the possible acquisition of the MDOT Land by SAD, and to pursue ownership or easements that are beneficial to both parties.
2. SAD agrees to construct the access drive from Western Avenue to the proposed Minor Street location to meet or exceed the Design Standards.
3. SAD agrees to grant Town an easement and right-of-way to use for purposes of pedestrian and vehicular ingress and egress, in common with SAD, over the portion of the Common Access Drive from Western Avenue to where it connects with the proposed Minor Street as depicted on the Concept Plan, together with the right to connect to or extend any of SAD's utilities. In addition, SAD agrees to grant Town an easement to construct, maintain, and repair the Minor Street running from the location referenced above where the Common Access Drive connects with the proposed Minor Street to the northerly line of the Private Property, all for the purposes of providing public access and utilities to the Town Property, provided however, that Town shall, following any construction, maintenance or repairs relating to the Minor Street, promptly repair any damage to the SAD Parcel and regrade and restore the land around the Minor Street to substantially its condition prior thereto. SAD shall have no obligation to construct, maintain, repair or replace the Minor Street.
4. For the purposes hereof and for the purposes of the Town's easements, the term "Minor Street" shall mean a street that serves to provide access and utilities to the Town Property. The parties agree that the easements referenced in Paragraph 3 above granted to Town shall be appurtenant to the Town Property, and that, Town shall have no right to grant easements over and across the Common Access Drive or Minor Street, and no other property owner shall have the right to use the easements contemplated hereunder, except as expressly authorized pursuant to this Agreement. In addition, the Town easements shall not be used as a "collector street" (meaning a street which connects one or more streets with an arterial street) or an "arterial street" (meaning a street which serves heavy traffic flows and which is used as a route for traffic between communities and/or heavy traffic-generating areas), without the prior written approval of SAD. Town agrees that its use of the easements granted hereunder shall be solely for the purpose of accessing or providing utilities to the Town Property for recreational use and that such use shall not change or be increased without the prior, express and written consent of the SAD, which consent may be withheld by the SAD in its sole discretion. Town agrees that under no circumstances shall the Minor Street regardless of its location be connected to any right of way, easement, street or access that serves any parcel other than the Town Property unless such connection is approved in writing in advance by the SAD Board of Directors. Town further agrees that under no circumstances shall the Minor Street regardless of its location be connected to any right of way, easement, street, or access that is connected to any right of way, easement, street or access that serves any parcel other than the Town Property unless such connection is approved in writing in advance by the SAD Board of Directors. Town agrees that any use of the easement, right of way, street or access granted hereunder is solely for the purpose of

accessing and providing utilities to the Town Property for recreational use and that use of the easement, right of way, street or access granted hereunder for any other purpose including without limitation for access to residential or commercial property is not permitted.

5. The Town's easements over the Common Access Drive and the Minor Street shall not exceed Sixty-Six (66) feet wide, and the Minor Street shall be constructed in accordance with the Design Standards.
6. Town agrees to be responsible for any repairs or damage to SAD's improvements that are caused by Town, or members of the public that are using the easements for access to Town's property. In addition to the foregoing, Town further agrees to defend, indemnify and hold SAD, its directors, officers, employees, agents, successors and assigns, harmless for any death, personal injury, loss of property or damages (including reasonable court costs and the cost of defending against any such claims or enforcing this indemnity, including reasonable attorneys' fees) arising out of or relating to the exercise of the easements contemplated hereunder by Town, its directors, officers, agents, contractors, invitees, guests, successors and assigns. This indemnification and hold harmless covenant is in addition to any applicable immunities and limitations on damages SAD has under the Maine Tort Claims Act and shall not in any way be deemed a waiver thereof. Notwithstanding the foregoing obligation, Town also retains any applicable immunities and limitations on damages Town has under the Maine Tort Claims Act, and its obligation hereunder shall not in any way be deemed a waiver thereof, and shall not in any way be deemed "liability insurance" under the Act. In addition, Town shall be able to assert both the Town's and SAD's immunities and limitations on damages under the Act as a defense to any claim.
7. Provided the terms of this Agreement are satisfied, SAD agrees to grant the easements contemplated by this Memorandum of Understanding upon the completion of the Project and the occupancy of the same for school purposes. Notwithstanding anything contained in this Memorandum of Understanding to the contrary, the obligation of SAD to grant the easements to the Town as contemplated hereunder are contingent upon (a) the acquisition by SAD from MDOT of the MDOT Land, or SAD obtaining the easement and right-of-way from MDOT for access over the MDOT Land more particularly set forth in Recital B above, and the deed or easement provides that SAD is permitted to in turn grant the easement and right-of-way contemplated herein to the Town over the MDOT Land, and (b) the Common Access Drive and the Minor Street as depicted on the Concept Plan being approved by the SAD Board of Directors and by all necessary governmental agencies or departments or, if necessary, moved to an alternative location acceptable to SAD in its sole discretion. The parties agree to cooperate in good faith concerning the terms and conditions of the easement document(s), and agree that the easement document(s) shall contain provisions to the effect that Town shall not exercise its rights thereunder until such time as it has acquired the Extension Easement.
8. The parties agree that the location of the Minor Street may be relocated only upon mutual written consent of the parties, and that the approval by SAD of such relocation shall be in its sole discretion. In no event shall SAD be prohibited from undertaking and completing the Project due to anything contained in this Memorandum of Understanding.

9. This Memorandum of Understanding is subject to approval from the Maine Department of Education.
10. The Memorandum of Understanding shall be binding on the parties, their successor or assigns. Town shall not assign any of its rights hereunder without the prior written consent of SAD.
11. In the event of any breach of this Agreement by the Town including without limitation any use of the easement, right of way, street or access for the purpose of accessing residential or commercial property without prior approval of SAD, which approval may be withheld by the SAD at its sole discretion, the SAD may terminate this easement, right of way, street or access granted hereunder forthwith. Prior to any such termination, SAD shall provide Town with written notice of the alleged breach and a reasonable opportunity to cure the same, depending on the nature of the breach. The parties further agree that prior to termination for a breach, the Board shall have a joint meeting with the Hampden Town Council to explore, in good faith, a resolution of the reasons giving rise to the proposed termination. In the event that the joint meeting fails to lead to a resolution of the breach acceptable to both of the parties, the Board may proceed to terminate this Memorandum and to terminate the easement, right of way, street or access.
12. Town also agrees that if the SAD Board of Directors decides in its sole discretion that use of any easement, right of way, street or access granted hereunder creates an ongoing threat of imminent danger to or a serious impairment of the safety of the SAD students or staff, the SAD Board of Directors may terminate this Memorandum and terminate the easement, right of way, street or access. Provided, however, that prior to any such termination, the SAD Board of Directors shall provide Town with advance written notice of the proposed termination and the reasons for the proposed termination. The parties further agree that prior to termination, the Board shall have a joint meeting with the Hampden Town Council to explore, in good faith, a resolution of the reasons giving rise to the proposed termination. If such a resolution is not agreed upon by the parties, the parties agree to submit the matter to mediation. In the event that mediation fails to lead to a resolution acceptable to both of the parties, the Board may proceed to terminate this Memorandum and to terminate the easement, right of way, street or access.
13. If the Superintendent determines that the school students and staff are, or may be, in imminent danger or their safety seriously impaired, or there is some documented emergency, including but not limited to a bomb threat, intruder, fire, terrorism or weather, regardless of whether there is a breach of this Agreement by the Town, the Superintendent may take any steps considered necessary to alleviate the situation giving rise to the endangerment, impairment or emergency, including without limitation the temporary suspension of the Town's easement rights. The Superintendent shall provide notice of the suspension to the Town Manager as soon as practical, and the parties agree to cooperate in good faith to develop and implement a remediation plan to alleviate the imminent danger, serious safety impairment or emergency. If the parties cannot agree on a remediation plan and the SAD Board of Directors determines that termination of the easement is necessary,

the Board may, in its sole discretion, proceed to terminate the easement in accordance with the provisions of Paragraph 12.

14. SAD agrees to keep Town apprised of the plans for the Project through the Town's representatives on the Building Committee and Hampden Academy Reuse Committee.
15. Notwithstanding the provisions in this Memorandum of Understanding, the Town is permitted to formulate future requests to the District to allow use of the easement for broader purposes. The Town officials realize that the SAD #22 Board of Directors shall have the sole discretion to approve or deny such future requests by the Town.
16. THIS MEMORANDUM OF UNDERSTANDING SHALL NOT BE RECORDED IN THE REGISTRY OF DEEDS.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be duly executed by the authorized officials as of the _____ day of _____, 2009.

MAINE SCHOOL ADMINISTRATIVE DISTRICT NO. 22

_____ By _____
Richard A. Lyons
Its Superintendent

TOWN OF HAMPDEN

_____ By _____
Susan M. Lessard
Its Town Manager

EXHIBIT B

*Town of Hampden, Maine
Subdivision Ordinance*

552. *Design and Construction Standards* - All streets in a subdivision shall be designed and constructed to meet the following standards for streets according to their classification as determined by the Planning Board.

Design and Construction Standards for Streets

<u>Item</u>	<u>Collector</u>	<u>Minor</u>
1. Minimum right-of-way width	66 ft.	66 ft.
2. Minimum pavement width	24 ft.	20 ft.
3. Minimum grade	0.5%	1.0%
4. Maximum grade	8%	8%
5. Maximum grade at intersection 3% Within feet from intersection	75 ft.	50 ft.
6. Minimum centerline radii on curves	200 ft.	100 ft.
7. Minimum tangent length between reverse curves	200 ft.	100 ft.
8. Depth of subgrade grading	22 in.	22 in.
9. Sub base gravel depth	18 in.	18 in.
10. Upper base gravel	4 in.	4 in.
11. Pavement (see 552 item 2)		
A. Grade B	2-1/2 in.	2-1/2 in.
B. Grade C	1-1/2 in.	1-1/2 in.
C. Total thickness	4 in.	4 in.
12. Minimum road crown-centerline to edge of pavement.	3 in.	3 in.
13. Minimum shoulder width on each side of road.	2 ft.	2 ft.
14. Sidewalks		
A. Minimum width	5 ft.	4 ft.
B. Gravel base course	6 in.	6 in.
C. Surface pavement	2 in.	2 in.

<u>Item</u>	<u>Collector</u>	<u>Minor</u>
15. Dead-end or cul-de-sac streets		
A. Completely paved Radii of turn around at enclosed end		
i. Right-of-way boundary minimum	60 ft.	50 ft.
ii. Outside pavement radius - min.	40 ft.	35 ft.
B. With island (see #26)		
i. Right-of-way boundary - min.	65 ft.	55 ft.
ii. Inside pavement radius	26 ft.	25 ft.
iii. Outside pavement radius	50 ft.	49 ft.
iv. Minimum pavement width	24 ft.	24 ft.
<i>(Amended: 10-03-05)</i>		
C. Temporary (See #27)		
i. Radii at Right-of-way - min.	50 ft.	50 ft.
ii. Gravel turn around minimum	40 ft.	40 ft.
<i>(Amended: 12-04-95)</i>		
16. Minimum pavement curb radii at intersections and where street meets cul-de-sac 20 ft. <i>(Amended: 10-03-05)</i>		
17. Grade of streets should conform as closely as possible to the original relief of the land.		
18. All changes in grade shall be connected by vertical curves such as will provide clear visibility for a distance of two hundred (200') feet.		
19. Side slopes shall not be steeper than three (3') feet horizontal and one foot vertical, graded, loamed (six [6] inches compacted) and seeded. If the side slope extends outside the required right-of-way, the subdivider shall expand the right-of-way to include the entire side slope area.		
20. All streets shall be provided with adequate drainage facilities to provide for the removal of storm water. Driveway culverts shall be adequate to pass the design flow of the contiguous ditches.		
21. In construction of roads, the paved area, sidewalk, and shoulder shall be cleared of all stumps, roots, brush, perishable material, and all trees not intended for preservation. All loam, loamy material, clay, and other yielding material shall be removed from the roadway to at least subgrade depth, or as directed by the Town Manager.		
22. The roadway area shall be brought to the grade shown on the plan, profile and cross-section, by suitable gravel. The subbase gravel shall meet the specifications for aggregate subbase courses as contained in the current edition of "The Standard Specifications for Highways and Bridges of the State of Maine Department of Transportation". The upper base gravel shall meet the specifications for aggregate base courses in the same standards.		
23. After the upper base gravel has been thoroughly rolled, the surface of the roadway shall be paved. The pavement material and the manner of application of such shall conform to the requirements of the current edition of "The Standard Specifications for Highways and Bridges of the State of Maine Department of Transportation".		
24. The Planning Board may require curbing of roads.		

Motion by Councilor Cushing, seconded by Councilor Brann to authorize the Town Manager to sign the Memorandum of Understanding on behalf of the Town of Hampden – unanimous vote in favor.

d. SCBA GRANT ACCEPTANCE/WAIVER OF BID PROCEDURE/
AWARD BID

Manager Lessard reported that thanks to the efforts of Firefighter Jason Lundstrom, the Fire Department has received a grant from FEMA in the amount of \$59,850 for the purchase of SCBA units. The Infrastructure Committee has discussed the request from Public Safety to waive the bid procedure for the purchase of the units. Manager Lessard explained that the Council also has to formally accept the grant.

Motion by Councilor Brann, seconded by Councilor Hughes to accept the grant and authorize the purchase of 14 units – unanimous vote in favor.

Public Safety Director Joe Rogers informed the Council that the grant is item and manufacturer specific and there are only two vendors in the region that can provide these specific SCBA units. The Fire Department has obtained price quotes from both vendors. Joe requested that the Council waive the bid procedure and recommended acceptance of the quoted price of \$76,437.00 for 14 units from Industrial Protection Services, LLC. The balance of the purchase would come from the line-item in the current Fire Department budget.

Motion by Councilor Brann, seconded by Councilor Cushing to waive the bid process – unanimous vote in favor.

Motion by Councilor Brann, seconded by Councilor Hughes to approve the purchase as recommended by the Public Safety Director – unanimous vote in favor.

4. NEW BUSINESS

a. "PAPER TALKS" – AD REQUEST 2009

Last year the Council authorized an advertisement in the "*Paper Talks*" magazine in honor of veterans from the Town of Hampden. Manager Lessard informed the Council that this year's edition will feature World War II veterans and will place special emphasis on families that sent more than one son/daughter into the war and asked if the Council would like to purchase an ad again this year. Mark Pierce of 159 Main Road North, a representative of the magazine gave a brief explanation of the history and nature of the magazine.

Motion by Councilor Brann, seconded by Councilor Cox to participate at the quarter-page level with 125 copies at a cost of \$790.00 to be paid from the Council's general expense account – unanimous vote in favor.

D. COMMITTEE REPORTS

Councilor Cox reported that the Services Committee met on February 9th and one of the items discussed was the MSAD #22 wetland mitigation. This item had been referred to the Committee by the Council. John Kenney of WBRC presented information about how the proposed school project will impact between 2-3 acres of wetland and the requirement for mitigation at a ratio of 15:1. This would require an area of 30 to 45 acres, which must consist of wetlands and uplands, to be set aside for conservation. One of the potential options is a portion of the LL Bean parcel and Councilor Cox reported that what came out of the Committee is the idea that this makes the most sense in terms of acreage. The Environmental Protection Agency and Army Corps of Engineers are looking for contiguous acres and there are limited areas within Hampden where there is that much acreage. The Committee voted to bring this to the Council at tonight's meeting. MSAD #22 needs to file an application by the end of the month and is looking for an opinion from the Council that they can begin to go in this direction.

Motion by Councilor Brann, seconded by Councilor Cushing to set aside the rules in order to add an item to the agenda – unanimous vote in favor.

Motion by Councilor Brann, seconded by Councilor Cushing to amend the agenda to include discussion about the proposal of land in mitigation from MSAD #22 – unanimous vote in favor.

John Kenney from WBRC recapped the issue and the steps that have been taken as well as what needs to be done. He said it does not have to be a completed deal at this time, but they are looking for a direction in which to go. As part of the application process, they will discuss with the Army Corp of Engineers that this is the primary approach they would like to take with the mitigation, provided that the Town is interested in going in this direction. He noted that the conservation easement would not have to be in place until occupancy of the new school. Mr. Kenney then answered questions from the Council.

Following further discussion, Councilor Brann moved and Councilor Cushing seconded to send a letter to the appropriate entity indicating that the Town of Hampden is willing to dedicate the land for a conservation easement pending details of the agreement, which is in support of the developing Comprehensive Plan – unanimous vote in favor.

Councilor Cox further reported that the Services Committee heard reports on the work relating to Dorothea Dix Park and the Tree Board. The Recreation Committee has asked for formal recognition of contributions made to the moving of the gazebo. She asked that this be agendaed for the next meeting. She said there was some discussion about the Communications Committee and the idea of forming a citizens committee to pursue that work. The next Committee meeting will be at 6:00 pm on March 9th.

Councilor Cushing reported that the Planning & Development Committee will meet at 6:00 pm on Wednesday, February 18th. Councilor Cushing also reported that in order to continue smoothly with the duties of communication, a citizen level committee will be formed to handle the activity. He invited members of the public who have an interest in

assisting with the newsletter or development of the website and cable station to join. A date has not yet been set, but information will be available on the website when a date has been set.

Councilor Arnett reported that the Finance Committee did not meet this evening due to the reception for Bion Foster, but the next regular meeting will be at 5:45 pm on March 2nd prior to the Council meeting.

E. MANAGER'S REPORT

Manager Lessard reported that information about the home composters and related items is available on the website and Channel 7.

Unpaid property taxes for 2007 are now in foreclosure and she is happy to report that there are no new foreclosures other than those that have been in foreclosure for a number of years but are in regular monthly payment arrangements.

F. COUNCILOR'S COMMENTS

Councilor Shakespeare commented that the Council received an email from a citizen regarding issues at the transfer station. He expressed concern about the operations at the transfer station because he has heard from other residents who are unhappy about it. He pointed out that in April the Council will once again be addressing the transfer station and he requested that it be added to the agenda for the next meeting of Infrastructure Committee on February 23rd. He asked Manager Lessard for information on how other communities operate.

Councilor Shakespeare also reminded the Finance Committee and Manager Lessard that they need to discuss the senior citizen property tax rebate program at the next meeting.

Councilor Lawlis wanted everyone to know that Reed's Brook Middle School is accepting donations on behalf of Larry Hoyt who works at the school and is battling cancer. She expressed appreciation to those who have already contributed.

Councilor Brann commented that as the Council discusses the land in mitigation for SAD #22, we need to keep in mind that the intent was to make sure the land would also be available for mitigation in the development along Coldbrook Road. He feels that there is enough land there, but we are giving up a significant opportunity for other economic development within the town and we need to be cautious how we use that resource.

Additionally, Councilor Brann commented that part of the purpose of reorganizing the Council committees was to have things organized in a more advance-notice fashion. He noted that although it was appropriate tonight to set aside the rules to add an item to the agenda and as we settle into the way the new committees are going to function, he cautioned against doing that on a regular basis.

Councilor Cushing thanked the Town Manager and staff for putting together a wonderful celebration to honor Bion and his efforts to the Town.

Councilor Hughes agreed with Councilor Brann's comments and said that when items are added last-minute it is important to have the information before us so we can make good decisions. She commented that what was discussed today was based on past Councilors' decisions, which she supports, but she would like the opportunity as a present Councilor to understand the same information. She said she does support any development related to the school, but she would like to see a map of the property we are talking about.

Councilor Cox commented that there was very little notice for her and the Committee in the way that work was to get done. She said if we are going to get into these kinds of discussions, then anything coming from SAD #22 should not go through Committee, but should go straight to the Council.

Mayor Arnett commented that there are always exigencies that have to be handled last moment and we need to work with SAD #22 toward a better, faster and more creative relationship. Mayor Arnett said he and Manager Lessard will have conversations with SAD #22 and make them aware of these concerns, but we also need to be aware of their concerns as well.

Mayor Arnett reported that he will be out of town until March 9th and asked Councilor Cushing to chair the next Council meeting. He asked to be excused from that meeting.

G. ADJOURNMENT

There being no further business, the meeting was adjourned at 9:05 p.m.



Denise Hodsdon
Town Clerk