



Town of Hampden
Planning and Development Committee
Wednesday June 21, 2017, 6:00 pm
Municipal Building Council Chambers
Agenda

1. Approval of May 17, 2017 Minutes
2. Committee Applications: Jennifer Austin, applicant for Planning Board (Alternate)
3. Updates:
 - A. MRC/Fiberight
 - B. Staff Report
4. Old Business: None
5. New Business:
 - A. Colonial Heights Phase 3 – Conservation Easement
 - B. Stormwater Presentation
 - C. Environmental Mitigation Guidelines (Manager Jennings)
6. Zoning Considerations/Discussion:
 - A. Zoning Map
7. Citizens Initiatives
8. Public Comments
9. Committee Member Comments
10. Adjourn



Town of Hampden
Planning and Development Committee
Wednesday May 17, 2017, 6:00 pm
Municipal Building Council Chambers
Minutes - Draft

Attending:

Committee/Council

Ivan McPike-Chair
Terry McAvoy
David Ryder
Dennis Marble
Mark Cormier
Steve Wilde
Greg Sirois

Staff

Angus Jennings, Town Manager
Karen Cullen, Town Planner
Myles Block, Code Enforcement

Public

None

Chairman McPike called the meeting to order at 6:02 pm.

1. Approval of May 3, 2017 Minutes – **Motion** to approve as submitted made by Mayor Ryder with second by Councilor McAvoy; carried 5/0/0.
2. Committee Applications: None.
3. Updates:
 - a. MRC/Fiberight: The construction schedule was included in the packet, they are starting the water line on Coldbrook Road first and expect it to be completed in about one month. They have provided us with a traffic control plan and will be mailing a letter to all residents and businesses on Coldbrook Road (in the area of construction) as well as those in the neighborhoods with access only from Coldbrook Road. On site, they are doing erosion control work and dewatering some areas in preparation for resuming construction once the water line is completed on Coldbrook Road. A new utility plan set has been received and reviewed by the appropriate parties. The MRC and Hampden Water District have executed their agreement, apparently that was part of the delay in getting construction underway this year.
 - b. Staff Report:
 - i. Planner Cullen noted the Town Manager's priority matrix was included in the packet. Discussion on the matrix included adding the development of a marketing package to provide prospective businesses with easy to access information about the town and development opportunities. Manager Jennings said we have the capability to put something together, it's a matter of prioritizing with other

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projects. Planner Cullen noted some of the items in the matrix are done or nearly done, e.g. the Ammo Park boundary agreement, the fees Ordinance, and some of the zoning ordinance amendments.

- ii. Staff reported that there are two new signs at the entrance to Marina Road; they were purchased and installed by the private businesses at the marina. Staff is monitoring this situation as we move forward with securing permission from the City of Bangor to place a single sign for the park and two businesses within their right-of-way. Once we have that, we will move forward with design and obtaining the sign, in partnership with the two businesses.
- iii. Staff has contacted a regional gas station/convenience store company after Councilor McPike made an initial contact with them; they may be interested in locating on Coldbrook Road, possibly near the intersection with Route 202.
- iv. Manager Jennings noted that getting more customers on the new sewer line out by Fiberight may become important to increase flow cycling through the pump station to prevent odors from becoming a problem. Councilor McPike noted that reaching out to greenhouse growers (tomatoes, lettuce, etc.) to be sited near the Fiberight facility would make sense, as they can use the byproducts from the processing in their agricultural operations.
- v. Manager Jennings said the project with Cianbro and UMaine is moving forward, he has been in contact with Janet Hughes (owner of the property where it will be) and noted a staff level meeting will be set up soon, with the expectation that they will give a presentation to P&D at one of the June meetings (tentative).
- vi. Manager Jennings noted the discussions with UMaine regarding developing space at the business park for some of their other innovative efforts will probably move forward after the Cianbro project is settled.

4. Old Business: None.

5. New Business: None.

6. Zoning Considerations/Discussion:

- a. Planner Cullen reported that the Planning Board's Ordinance Committee met last night and had a good discussion of the proposed amendment to the definitions regarding processing, municipal solid waste, and transfer stations. The Committee was unanimous in their full support of adopting these amendments, as they will protect the citizens of Hampden from the possibility of having a transfer station in town. A public hearing will be held at the June 14th Planning Board meeting, with the expectation that it will be in front of Town Council for public hearing at the first meeting in July.
- b. Planner Cullen described the dimensional table, and briefly discussed some of the issues uncovered as she developed it (e.g. three terms dealing with land coverage). She also noted there are 30 footnotes to the table, and just today while researching something else she found several other parts of the ordinance (in Article 4) that belong in the dimensional table, which will further complicate it. The goal is to end up with a simpler table that has appropriate requirements for each district and reduces confusion.

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She also noted that, similar to the Village Commercial districts, where about 90% of the parcels are nonconforming to the requirements listed in this table, 100% of the parcels in the Seasonal district are nonconforming. As part of the work to revise the table to make more sense, she will be analyzing the parcels in these districts to figure out what the requirements should be, with the goal of making at least 75% of the parcels conforming. While uses on such lots can continue, if the lot is nonconforming it is more difficult to get permission to improve the property; this is especially true in the Village Commercial districts. Finally, she noted this work will include new requirements for a future town center district – that project has not been forgotten, but it depends on the work now being done on Article 3.

7. Citizen Initiatives: None.
8. Public Comments: None.
9. Committee Member Comments: Councilor Marble commented that there is a new real estate sign which is quite large out at the new subdivision on Bog Road; CEO Block will take a look at that. He also suggested that a private group such as a “friends of the” could be formed to work on securing funding to purchase and own the boat landing.

Mayor Ryder asked if staff could provide Town Council with a quick written summary or list of new projects being undertaken in town on a regular basis, so they are better prepared to answer questions from residents. This would include applications before the planning board as well as new building permits.

10. Adjournment: **Motion** to adjourn at 6:58 pm by Councilor McAvoy; seconded by Councilor Marble, carried 7/0/0.

*Respectfully submitted by
Karen Cullen, Town Planner*

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Check One: Initial Application
 Reappointment Application

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Austin Jennifer L
LAST FIRST MI

ADDRESS: 52 Papermill Rd Hampden 04444
STREET TOWN ZIP

MAILING ADDRESS (if different): _____

TELEPHONE: 991-3347 _____
HOME WORK

EMAIL: jennaust@tds.net

OCCUPATION: Project Manager

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Historic Preservation Commission Planning Board

SECOND CHOICE (OPTIONAL): Dyer Library, Recreation Committee

How would your experience, education and/or occupation be a benefit to this board or committee? _____

As a professional project manager, I facilitate groups of people who don't normally
work together to achieve a comon goal.

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

No, I'd just like to volunteer some time to the town.

3 YEAR

BOARD OF ASSESSMENT REVIEW
PERSONNEL APPEALS BOARD
LURA HOIT MEMORIAL POOL
HARBOR COMMITTEE

DYER LIBRARY
RECREATION COMMITTEE
BOARD OF APPEALS
HISTORIC PRESERVATION COMMISSION

5 YEAR
PLANNING BOARD

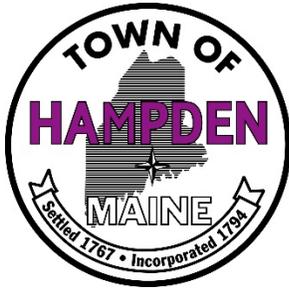
FOR TOWN USE ONLY

Date Application Received: MAY 15 2017

COUNCIL COMMITTEE ACTION: P & D DATE: _____

COUNCIL ACTION: _____ DATE: _____

NEW APPT REAPPOINTMENT DATE APPOINTMENT EXPIRES: _____



Town of Hampden
Land & Building Services

Memorandum

To: Planning & Development Committee
From: Karen M. Cullen, AICP, Town Planner *KMC*
Date: June 19, 2017
RE: Project and Permit Reports

The following pages contain the reports on projects before the Planning Board and projects in the process of being built. The first page (planning projects) is straightforward. The second list (four pages) is a report from the tracking software system, and it most likely includes permits you don't necessarily want to see in these reports (e.g. construction of a deck at someone's house). I would like to discuss this at the meeting so we can finalize a customized report for you.

Project List - Planning

Project Name	Location	What it is	PB Action/Date
Fiberight	off Coldbrook	solid waste processing	Approved
Hannibal Hamlin Place	Main Road N	expansion	Approved
Pine Tree Food Equipment	Nadine's Way	new building/business	Approved
Dennis Paper	Mecaw Rd	expansion	Approved
Colonial Heights	off Constitution	phase 3 of subdivision (final plan)	12-Jul
Carver	Ballfield Rd	conversion of single family to two family	Approved
Sky Villa	646 Main Road N	conversion of interior to 10 short term rehab beds	12-Jul
Brickle	326 Main Road N	conversion of single family to two family	9-Aug

Council Report

Permit Application Date Is 05/01/2017 to 06/13/2017

Application	Street	Street Name	Category	Type	Description
05/25/2017	208 MAIN RD SO		SINGLE FAMILY	BLDG NEW CONSTRUCTIO N	New 3-bedroom with attached garage single family construction replacing fire damaged house.
06/08/2017	SILVER DRIFT TRL		SINGLE FAMILY	BLDG NEW CONSTRUCTIO N	New Construction 4-bedroom Single Family Residence with Attached Garage. No Basement.
06/05/2017	BACK WINTERPORT RD		SINGLE FAMILY	BLDG NEW CONSTRUCTIO N	Single story 3 bedroom Single-Family Dwelling
05/08/2017	34 ACORN DR		SINGLE FAMILY	BLDG NEW CONSTRUCTIO N	New Single Family construction
06/06/2017	185 DUNTON CIR		SINGLE FAMILY	BLDG ADDITIONS	12x16 Bathroom addition 10x16 Closet addition Patio w/ roof 1000 SQFT
05/04/2017	17 CHARLES ST	DECK		BLDG ADDITIONS	Remove existing deck and rebuild a two level deck. One portion 8x10 the second 14x22
05/24/2017	53 PAPERMILL RD		SINGLE FAMILY	BLDG ADDITIONS	Two story addition. First floor mudroom, entry, & dining area and second floor master bedroom, master bath, & closet.
06/07/2017	71 DUDLEY RD		SINGLE FAMILY	BLDG ADDITIONS	Adding Dormer to north-side for a walk-in closet and

Council Report

Permit Application Date Is 05/01/2017 to 06/13/2017

Application	Street	Street Name	Category	Type	Description
					master bathroom.
05/16/2017	82 SHAW HILL RD		SINGLE FAMILY	DEMOLITIONS	
05/16/2017	681 MAIN RD NO		MOBILE HOME	DEMOLITIONS	Demo and remove debris from mobile home
05/24/2017	208 MAIN RD SO		SINGLE FAMILY	DEMOLITIONS	Demolition of Fire-Damaged Single-Family Dwelling
05/24/2017	72 MEADOW RD		FOUNDATION/ SLAB	RECONSTRUCT	Replacing 28' of stone foundation with concrete.
05/15/2017	24 CROSBY WAY		GENERAL VARIANC	BD OF APPEALS	Adding Steeple on Church. Will be 75'
05/24/2017	34 ELM ST E		SSWD/RES	SHORELAND ZONE	LPI Shoreland Permit for SSWD Replacement System
06/05/2017	572 WESTERN AVE		VIOLATION	COMPLAINTS	COMPLAINT OF NON WORKING FIRE ALARM SYSTEM
05/03/2017	537 MAIN RD NO		MULTI FAMILY	INTERNAL PLUMBING	Plumbing relocation in Left Unit
05/11/2017	891 WESTERN AVE		REPLACEMENT	INTERNAL PLUMBING	Hot water heater replacement
05/23/2017	144 COLDBROOK RD		SINGLE FAMILY	INTERNAL PLUMBING	New fixtures Double Fee
05/23/2017	71 MANNING MILL RD		SINGLE FAMILY	INTERNAL PLUMBING	Relocate fixtures
05/11/2017	266 MAIN RD NO		REPLACEMENT	INTERNAL PLUMBING	Replacement of 1 Water heater, B-Unit
05/01/2017	274 WESTERN AVE		INTERNAL/CO MM	INTERNAL PLUMBING	Internal Plumbing
05/31/2017	25 DUDLEY RD		SINGLE FAMILY	INTERNAL PLUMBING	Relocating plumbing in bathroom
06/05/2017	BACK WINTERPORT RD		SINGLE FAMILY	INTERNAL PLUMBING	New residential internal plumbing
05/08/2017	72 CARMEL RD SO		REPLACEMENT	SEPTIC SYSTEM	Complete Replacement system
05/24/2017	34 ELM ST E		REPLACEMENT	SEPTIC	Replacement

Council Report

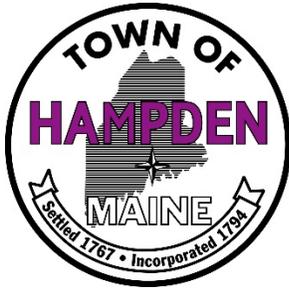
Permit Application Date Is 05/01/2017 to 06/13/2017

Application	Street	Street Name	Category	Type	Description
				SYSTEM	system with LPI variance in Limited Residential Shoreland Zone.
05/24/2017	410	KENNEBEC RD	REPLACEMENT	SEPTIC SYSTEM	Replace treatment tank
06/05/2017		BACK WINTERPORT RD	SEWER/RES	SEPTIC SYSTEM	New SSWD Three bedrooms
05/10/2017	274	WESTERN AVE	BUSINESS	BLDG ALTERATION	Addition of offices and a conference room
05/11/2017	144	COLDBROOK RD	SINGLE FAMILY	BLDG ALTERATION	Remodeling of entire home
05/25/2017	452	KENNEBEC RD	DECK	BLDG ALTERATION	Replace existing deck & add pergola structure
05/18/2017	25	DUDLEY RD	SINGLE FAMILY	BLDG ALTERATION	CONVERSION OF THE LAUNDRY ROOM IN TO BATHROOM
05/25/2017	79	SUMMER ST	DECK	BLDG ALTERATION	Enclose existing deck area 6.6' x 9.5'
06/06/2017	1	MAIN RD NO	BUSINESS	BLDG ALTERATION	Penobscot River CrossFit. Remove suspended ceiling and floor tiles. Paint walls.
06/01/2017	646	MAIN RD NO	COMMERCIAL	BLDG ALTERATION	Reverse Stairwell & Remove interior door to create a pass thru
05/03/2017	4	MOUNTAIN VIEW DR	SINGLE FAMILY	BLDG ALTERATION	ADD 3/4 BATH IN EXISTING LANDRY ROOM AND TWO CLOSETS. MOVE EXISTING KITCHEN TO DINING ROOM.
06/01/2017	387	OLD COUNTY RD	SINGLE FAMILY	BLDG ALTERATION	Finish Mudroom by adding a door,

Council Report

Permit Application Date Is 05/01/2017 to 06/13/2017

Application	Street	Street Name	Category	Type	Description
05/30/2017	23 RIVERVIEW RD	DECK		ACCESSORY STRUCTURE	window, insulation, drywall. 12 x 12 Deck
05/01/2017	407 OLD COUNTY RD	DECK		ACCESSORY STRUCTURE	Construct deck around pool area
06/12/2017	44 MAIN TRL	DECK		ACCESSORY STRUCTURE	Adding a 12'x12' deck
05/01/2017	93 HOPKINS RD	SINGLE FAMILY		ACCESSORY STRUCTURE	Put is seasonal dock
05/15/2017	52 JOHN'S WAY	POOL		ACCESSORY STRUCTURE	34x18 Above ground pool. Fence is built on to pool as a package
05/11/2017	1153 KENNEBEC RD	GARAGE		ACCESSORY STRUCTURE	New one story garage
06/08/2017	63 MAIN RD NO	VICTUALER'S		LICENSE NEW	Licemse Renewal
06/01/2017	646 MAIN RD NO	BUSINESS		SITE PLAN	Adding a ten bedroom nursing home facility
06/05/2017	326 MAIN RD NO	SINGLE FAMILY		SITE PLAN	Add an inlaw apartment in the Res A district.
05/23/2017	11 BALLFIELD RD	MULTI FAMILY		SITE PLAN	Convert to two family dwelling
05/18/2017	MAYO RD	SINGLE FAMILY		SUBDIVISION	Phase 3 Colonial Heights 11 Lot subdivision
05/31/2017	6 SCHOOLHOUSE LN	SINGLE FAMILY		ROAD OPENING/UTILITY CONNECTION	Road Opening for Sewer repair



Town of Hampden
Land & Building Services

Memorandum

To: Planning & Development Committee
From: Karen M. Cullen, AICP, Town Planner *KME*
Date: June 19, 2017
RE: Conservation Easement for Colonial Heights Phase 3

The Colonial Heights subdivision is in the final stages of subdivision approval for phase 3, an 11 lot section on a new cul-de-sac off Constitution Avenue. DEP is requiring a conservation easement for a portion of the property including both sides of Reeds Brook, and the proponent is requesting that the Town hold the conservation easement. The proposed easement is attached, and the area of the easement is shown in the map following ([click here to zoom to the map](#)).

Staff had several questions/concerns on the language, most notably a potential conflict in the language of two sections regarding motorized traffic – the understanding is that the only motorized vehicles allowed within the easement area would be snowmobiles on the snowmobile trail, maintenance vehicles/equipment (e.g. to remove downed trees), and emergency vehicles. Since the easement is “in perpetuity” the language needs to be clear as institutional memory of “understandings” is relatively short lived.

It should be noted the easement does not allow access to the general public on the easement area. The easement area abuts a 2.45 acre parcel conveyed from the proponent to the Town in December 2005 as an open space parcel (on the south side of Reeds Brook).

CONSERVATION EASEMENT

RECITALS

BY THIS INDENTURE, made this _____, day of _____ 2017, by **The Cushing Family Corp** (hereinafter referred to as the “Grantor” which word, where the context requires, includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor’s executors, administrators, legal representatives, devisees, heirs, successors, assigns, lessees, tenants and other occupiers and users) with address of PO Box 211, Hampden, Maine, is the owner in fee simple of certain real property located in the Town of Hampden, County of Penobscot, (hereinafter “Property”) more particularly bounded and described in deed recorded in the Penobscot County Registry of Deeds in Book 11966, Page 60.

and;

WHEREAS, the Grantor intends to grant a Conservation Easement over a portion of the Property more particularly bounded and described as follows:

[See Attachment A]

(hereinafter “Easement Area”); and

WHEREAS, the **Town of Hampden**, a municipality, having a principal place of business at (address), Maine (hereinafter referred to “Grantee” which word shall include all successors, assigns, agents and designees) has determined that it would be in the public interest to retain, maintain, and preserve that portion of the Property designated as the Easement Area as open space, in its natural state; and

WHEREAS, Grantor is willing, in consideration of the need to preserve the natural, scenic, aesthetic and special character of the property, desires to conserve and protect the property as a natural habitat for birds, wildlife, plants and similar ecosystems, the Grantor hereby grants in perpetuity to the Grantee, a conservation easement (hereinafter “Easement”) on the Property; and

WHEREAS, MRSA Title 33, §477 permits the creation of a conservation easement; and

WHEREAS, the Grantee agrees, by accepting this grant, to honor the intention of the Grantor as stated herein, and to preserve and protect in perpetuity the conservation values of the Property;

WHEREAS the State of Maine by and through its Department of Environmental Protection (MDEP), (hereinafter referred to as the "Third Party") will receive Third Party Rights of Enforcement under this Easement

NOW THEREFORE, be it known that **The Cushing Family Corp**, does hereby grant, release and dedicate to the **Town of Hampden** a conservation easement in perpetuity over the Easement Area.

1. PURPOSE

The Easement is hereby granted exclusively for the following conservation purposes:

- a. To have the Property remain in its present natural and open condition in order for it to fulfill its present historic, scenic, vegetative, wildlife and/or hydrological functions.

2. USE LIMITATIONS

Grantor intends that this Easement will confine the use of the Easement Area in perpetuity to such activities as are consistent with the purposes of this Easement. Except for the activities authorized by the foregoing easements, any activity on or use of the Easement Area inconsistent with the purposes of this Easement is prohibited. The following limitations shall apply:

- a. The Easement Area shall not be subdivided and none of the individual tracts, which together comprise the Easement Area, shall be conveyed separately from one another.
- b. The Easement Area shall be maintained in perpetuity as open space without there being conducted thereon any industrial, commercial, agricultural or forestry activities. Agricultural and forestry shall include animal husbandry, floricultural, horticultural activities, the production of plant and animal products for domestic or commercial purposes, the growing, stocking, cutting and sale of forest trees of any size capable of producing timber or other forest products and the processing and sale of products produced on the property (e.g., maple syrup), except when associated with exempted activities.
- c. No structures, improvements or alterations, including but not limited to, a dwelling, any portion of a subsurface wastewater treatment and disposal system, mobile home, utility tower, or wireless communication facility shall be constructed, placed or introduced onto the Easement Area. The existing snowmobile trail structures including bridges crossing Reeds Brook are allowed to remain and be reconstructed as necessary to provide for trail use.
- d. No removal, filling, or other disturbances of soil nor any changes in the topography, surface or subsurface water systems, wetlands or natural habitats shall be allowed.
- e. No mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil or other similar materials shall be allowed on the Easement Area.
- f. The placement of signs, billboards or other advertising materials or structures of any kind is prohibited. Signs required for perimeter marking, trail directions and education are permitted.

- g. There shall be no use of pesticides, poisons, biocides or fertilizers, draining of wetlands, burning of marshland or disturbances or changes in the natural habitat of the premises.
- h. There shall be no manipulation or alteration of the natural watercourses, lakeshores, marshes or other water bodies, nor shall any uses of or activities upon the property be permitted which could be detrimental to water purity or to any vegetative, wildlife or hydrological function.
- i. There shall be no operation of vehicles, snowmobiles, dune buggies, motorcycles, mini-bikes, go-cars, all-terrain vehicles, or any other type of motorized vehicle upon the property. However, the use of snowmobiles on the existing snowmobile trail is permitted to continue, provided that the trail is inspected annually and maintained in a stable condition. Failure by the local snowmobile club to make required inspections and maintenance will result in suspension of use by the Grantee or Gantor.
- j. There shall be no storage or placement of equipment, natural or man-made materials or substances upon the premises.
- k. There shall be no dumping, burning, release, burial, injection, or disposal of any type of material on the Easement Area.
- l. Any other disturbances of the property are prohibited except for those activities explicitly authorized by the Compensatory Mitigation Plan for Permit No. NAE-2010-2114 issued by the Department of the Army, New England District, Army Corps of Engineers dated January 17, 2012 and referenced under Section 4. Reserved Rights.

3. EXCEPTIONS

The Grantor may, but is not obligated to enter upon the Property to conduct the following activities after written application and approval from the Grantee and any other local or state agencies for which approval is required. The Grantee is not obligated to undertake any of the described activities.

- a. Removal of debris, dead trees, or brush for the purpose of promoting safety and aesthetic quality. Materials may be left on site if utilized for habitat management.
- b. Pruning and thinning live trees and brush for the purpose of promoting safety, aesthetic quality, fire control, wildlife habitat and to manage & remove invasive species.
- c. Planting of trees, shrubs, or other vegetation for the purpose of promoting wildlife or aesthetic quality.
- d. Grading and landscaping at the direction and approval of the Grantee and MDEP.
- e. Maintain, repair and replace the snowmobile trail and structures.

- f. Construct paths not greater than 10' wide to provide for passive recreation and enjoyment of the conservation lands. The path shall be located with approval of the Grantee and MDEP and shall not exceed 10% of the land area.
- g. Motorized vehicles shall be permitted on the path and for exempted maintenance activities provided they do not damage the soil surface or quality of the protected area and only with approval of the Grantee and MDEP. Emergency, rescue, fire control and damage restoration vehicles may access any portion of the property, if required.

4. RESERVED RIGHTS

It is expressly understood and agreed that this Easement does not grant or convey to members of the general public any rights of ownership, entry or use of the Property. This Easement is created solely for the protection of the Property and Grantor reserves the ownership of the fee simple estate and all rights appertaining thereto, including without limitation the right to exclude others and to use the Property for all purposes consistent with this Easement.

5. COMPLIANCE INSPECTION

The Grantor expressly authorizes the Grantee, its duly authorized designee or agent to enter upon the lands subject to this Easement for the purpose of determining compliance with the terms and conditions contained within this document.

6. MARKING OF PROPERTY

The perimeter of the Property shall at all times be plainly marked by permanent signs or by an equivalent, permanent marking system designating the area a protected area.

7. PROPERTY TRANSFERS

Grantor shall include the following notice on all deeds, mortgages, plats, or any other legal instrument used to convey any interest in the Property. Failure to comply with this paragraph does not impair the validity or enforceability of this Easement:

NOTICE: This Property is Subject To a Conservation Easement recorded in the Penobscot County Registry of Deeds in Book _____, Page _____.

The Grantor shall provide a 60-day advance notification to the Grantee, MDEP and the Army Corps of Engineers pursuant to permit no. NAE-2010-2114, before any action is taken to void or modify this instrument, including transfer of title, or establishment of any other legal claims.

8. BENEFITS AND BURDENS

The burden of the Easement conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity. The benefits of said Easement shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable to another qualified organization, which organization has

among its purposes the conservation and preservation of the land and water areas and agrees to and is capable of enforcing the conservation purposes of this Easement. Any such assignee or transferee shall have like power of assignment or transfer.

9. NOTICES

All notices, requests and other communication required or permitted to be given under this Easement shall be in writing and shall be delivered in hand or via Certified Mail, return receipt requested, to the appropriate address set forth in this Easement or at such other address as the Grantor or Grantee may hereafter designate by notice given in accordance herewith. Notice shall be deemed to have been given when so delivered or mailed.

Said Grantor further covenants and agrees to provide a copy of the Conservation Easement by means of a notice by Certified Mail, return receipt requested, to the last known address of any person or entity who hereafter shall have any possessory interest in the subject property, including but not limited to any tenants, successors, or assigns. Failure of said Grantor to provide such notice shall not constitute any waiver of the Grantee's rights herein.

10. BREACH OF EASEMENT

- a. If a breach of this Easement, or conduct by anyone inconsistent with this easement, comes to the attention of the Grantee, it shall notify the Grantor, in writing, of such breach of conduct, delivered in hand or by Certified Mail, return receipt requested.
- b. The Grantor shall, within thirty (30) calendar days after receipt of such notice or after otherwise learning of such breach or conduct, undertake those actions, including restoration, which are reasonably calculated to cure swiftly said breach, or to terminate said conduct, and to repair any damage. The Grantor shall promptly notify the Grantee of its actions taken under this section.
- c. If the Grantors fails to take such proper action under this preceding paragraph, the Grantee may, as appropriate to the purposes of this deed, undertake any actions that are reasonably necessary to cure such breach or to repair any damage in the Grantor's name or to terminate such conduct. The cost thereof, including the Grantee's expenses, court costs and legal fees, shall be paid by the Grantor.

- d. If the Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damages to the property, or to prevent action or potential action which is determined to be inconsistent with the stated purposes of this Easement, the Grantee may pursue any remedy it deems appropriate to correct such breach, without prior notice to the Grantor or without waiting for the period provided to cure to expire.
- e. The Grantee and the Grantor reserve the right, separately or collectively, to pursue all legal remedies against any third party responsible for any actions detrimental to the conservation purposes of this Easement.
- f. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair Grantee's rights or remedies or be construed as waiver.

11. SEVERABILITY

If any provision of this Easement, or the application thereof to any person or circumstances, is found to be invalid by a court of competent jurisdiction, by confirmation of an arbitration award or otherwise, the remainder of the provisions of this Easement or the application of such provisions to persons or circumstances other than those to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. MERGER

The Grantor and Grantee agree that it is their express intent that the provisions of the Easement set forth herein are to last in perpetuity, and that to that end no purchase or transfer of the underlying fee interest in the Property by or to the Grantee or any successor or assignee shall be deemed to eliminate the Easement, or any portion thereof, granted under the doctrine of "merger" or any other legal doctrine.

13. CONDEMNATION

- a. Whenever all or any part of the Easement Area is taken in exercise of eminent domain by a public, corporate, or other authority so as to abrogate in whole or in part the Easement conveyed hereby, the Grantor and the Grantee shall thereupon act jointly to recover the full damages from such taking, with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.
- b. The balance of the land damages recovered (including, for the purposes of this subsection, proceeds from any lawful sale, in lieu of condemnation, of the Property unencumbered by the restrictions hereunder) shall be divided between the Grantor and Grantee in proportion to the fair market value of their respective interests in that part of the Property condemned on the date of execution of this Easement. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Easement is reduced by the use limitations imposed hereby. The values of the Grantor's and Grantee's interest

shall be determined by an appraisal prepared by a qualified appraiser at the time of condemnation.

- c. The Grantee shall use its share of the proceeds in a manner consistent with the conservation of land and natural resources.

GRANTOR hereby affirms that it is the sole owner of the property in fee simple and has the right to enter into this Conservation Easement and to grant and convey the Easement. The property is free and clear of all liens and encumbrances, including but not limited to any mortgage not subordinated to this Easement.

THE GRANTEE, by accepting and recording this Easement, agrees, except as otherwise provided in this easement, to be bound by and to observe and enforce the provisions hereof and assumes the rights and responsibilities herein granted to and incumbent upon the Grantee, all in the furtherance of the conservation purposes for which this Easement is delivered.

THE GRANTOR hereby grants to the **Maine Department of Environmental Protection**, Third Party, the same inspection and compliance rights as are granted to the Grantee under this easement. However the Parties hereto intend that the Grantor shall be primarily responsible for the enforcement of this easement, that the Grantee shall be secondarily responsible for the enforcement of this easement and that the Third Party will assume such responsibility only if the Grantor and/or Grantee shall fail to enforce it. If the Third Party shall determine that the Grantor and Grantee are failing in such enforcement, the Third Party may give notice of such failure to the Grantee and the Grantor, and if such failure is not corrected within a reasonable time thereafter, the Third Party may exercise, in its own name and for its own account, all the rights of compliance granted the Grantee under this Easement. The Third Party shall also have reasonable access to any and all records of the Grantee relevant to the Protected Property. Grantee shall not be responsible for any expenses, court costs or legal fees incurred by the Third Party.

IN WITNESS WHEREOF, The Cushing Family Corp has caused this instrument to be signed in its corporate name by Andre E. Cushing III, its President, hereunto duly authorized, this ____ day of _____, 2017.

WITNESS:

THE CUSHING FAMILY CORP

By: _____
Andre E. Cushing III
Its President
Hereunto Duly Authorized

STATE OF MAINE
PENOBSCOT, ss.
 , 2013

Then personally appeared the above-named Andre E. Cushing III and acknowledged the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of said corporation.

Before me,

Name:
Notary Public/Attorney-at-Law

The above and foregoing Conservation Easement was authorized to be accepted by the (Receiving Party), Grantee as aforesaid, and the said Grantee does hereby accept the foregoing Conservation Easement, by and through _____, its _____, hereunto duly authorized, this ____ day of _____, 2017,

(Receiving Party)

By: _____
(Name)
Its (title)
Hereunto Duly Authorized

STATE OF MAINE
PENOBSCOT, ss.
 , 2013

Then personally appeared the above-named (Name) and acknowledged the foregoing instrument to be her free act and deed in her said capacity and the free act and deed of said (Receiving Party).

Before me,

Name:
Notary Public/Attorney-at-Law

THIRD PARTY ENFORCER ACCEPTANCE

The third party rights of enforcement granted under the above and foregoing Conservation Easement, pursuant to Title 33 M.R.S.A Section 476 et seq., were authorized to be accepted by the State of Maine Department of Environmental Protection by Mark Bergeron, its Director of the Bureau of Land Resources, hereunto duly authorized and the said Michael Kuhns does hereby accept the foregoing Conservation Easement this _____ day of _____, 20__.

STATE OF MAINE
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Its: Director, Bureau of Land Resources

EXHIBIT A

LEGAL DESCRIPTION

CONSERVATION EASEMENT PARCEL

COLONIAL HEIGHTS SUBDIVISION, PHASE 3

HAMPDEN, MAINE

A certain lot or parcel of land located southwesterly of Constitution Avenue in the Town of Hampden, County of Penobscot, State of Maine and being more particularly described as follows:

Beginning at the southeasterly corner Lot 68 as depicted on a plan entitled "Subdivision Plan of Colonial Heights: Phase 3" said plan is to be recorded at the Penobscot County Registry of Deeds;

Thence N 89° 41' 46" W by and along the southerly line of said Lot 68, 70 and 72 as depicted on a plan entitled "Subdivision Plan of Colonial Heights: Phase 3" said plan is to be recorded at the Penobscot County Registry of Deeds, a distance of 350.3 feet to a point on the southerly line of said Lot 72;

Thence S 63° 45' 16" W, a distance of 149.75 feet to an angle point;

Thence S 53° 27' 08" W, a distance of 109.67 feet to an angle point;

Thence S 68° 32' 46" W, a distance of 29.69 feet to an angle point;

Then S 35° 03' 31" W, a distance of 43.00 feet to an angle point;

Thence S 85° 05' 28" W, a distance of 46.12 feet to an angle point;

Then S 35° 01' 40" W, a distance of 67.30 feet to an angle point;

Thence N 87° 32' 35" W, a distance of 110.87 feet to an angle point;

Thence S 24° 40' 05" W, a distance of 17.85 feet to an angle point;

Thence S 60° 25' 53" W, a distance of 118.47 feet to an angle point;

Thence S 43° 51' 41" W, a distance of 99.27 feet to an angle point;

Thence S 16° 25' 54" W, a distance of 31.05 feet to an angle point;

Thence S 65° 50' 55" W, a distance of 49.75 feet to an angle point;

Thence S 52° 25' 53" W, a distance of 54.06 feet to an angle point;

Thence S 26° 33' 54" W, a distance of 50.78 feet to an angle point;

Thence S 77° 38' 43" W, a distance of 10.58 feet, more or less, to a point on the easterly line of land now or formerly of Stanley Smith as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 2381, Page 36;

Thence S 15° 47' 49" E by and along the easterly boundary of land of said Stanley Smith as described in the aforementioned deed, a distance of 163.25 feet, more or less, to a point on the northerly line of land now or formerly of John Daniel and Carla Lafayette as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 6251, Page 79;

Thence S 89° 23' 19" E by and along the northerly of land of said Lafayette as described in the aforementioned deed, a distance of 766.97 feet to an angle point in the line of land of said Lafayette;

Thence N 2° 23' 19" W by and along the westerly of land of said Lafayette as described in the aforementioned deed, a distance of 203.94 feet to an angle point in the line of land of said Lafayette;

Thence S 80° 23' 19" E by and along the northerly of land of said Lafayette as described in the aforementioned deed, a distance of 330.00 feet to the southwesterly corner of land now or formerly of the Town of Hampden as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 5785, Page 263;

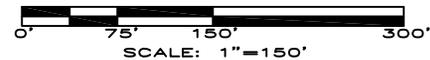
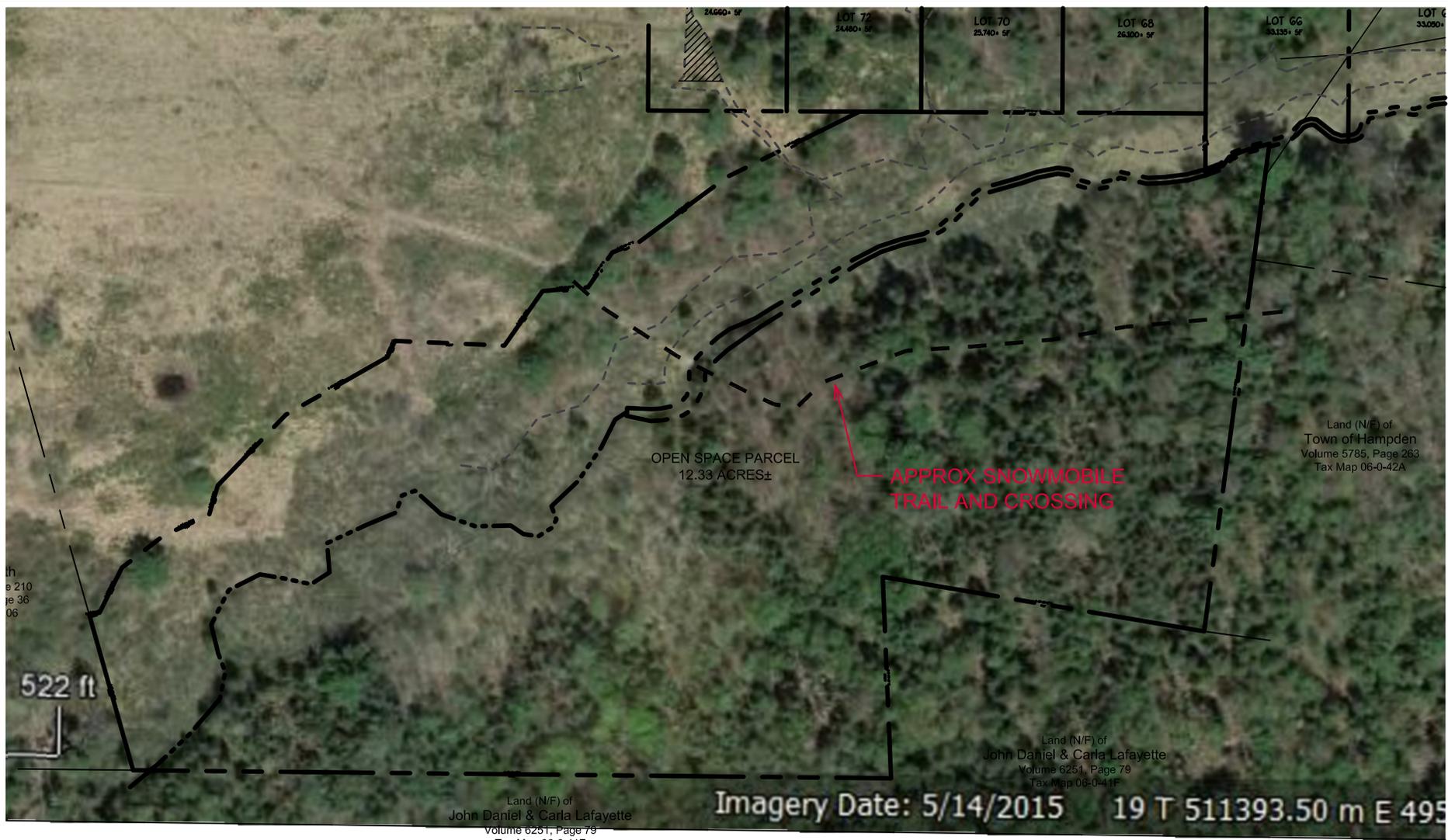
Thence N 7° 36' 50" E by and along the westerly line of land of the said Town of Hampden as described in the aforementioned deed, a distance of 379.32 feet to the southwesterly corner of other land of the Town of Hampden as described in a deed recorded at the Penobscot County Registry of Deeds in Volume 10254, Page 7;

Thence continuing on the same course, N 7° 36' 50" E by and along the westerly line of land of the said Town of Hampden as described in the aforementioned deed, a distance of 118 feet, more or less, to the thread of Reeds Brook, so called;

Thence running in a southwesterly direction by and along the thread of said Reeds Brook, a distance of 73 feet, more or less, to a point defined by the intersection of the thread of Reeds Brook with the westerly line of Lot 66;

Thence N 0° 18' 14" E by and along the westerly line of said Lot 66, a distance of 60 feet, more or less, to the point of beginning.

The above described lot or parcel of land contains 12.33 acres, more or less, and is a portion of the premises described in a deed from Walter Laqualia et al to The Cushing Family Corporation, dated October 30, 2009 and recorded at the Penobscot County Registry of Deeds in Volume 11966, Page 60.



CONSERVATION LAND PLAN
 COLONIAL HEIGHTS: PHASE 3

CONSTITUTION AVE; HAMPDEN, MAINE

FOR:
CUSHING FAMILY CORP
 PO BOX 211; HAMPDEN, ME 04444

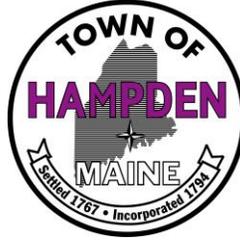


12 JUN 17



ENGINEERING & DEVELOPMENT CONSULTING
 PO BOX 282, HAMPDEN, MAINE 04444
 207-862-4700

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



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

TO: Planning & Development Committee
FROM: Angus Jennings, Town Manager
DATE: June 19, 2017
RE: Environmental Mitigation Guidelines

The attached document is on file in the Town Offices, and was most recently circulated to the P&D Committee at its December 2, 2015 meeting in connection with a request from MRC to consider placing portions of the L.L. Bean parcel under conservation easement. (This request was subsequently withdrawn).

The Town Clerk has not found a record that the attached document was ever formally adopted; however we are continuing to review records and in the meantime have continued to treat the attached as a valid document. We have verified that the L.L. Bean parcel is not subject to any recorded conservation easements.

I was reviewing the document recently regarding its potential applicability to work on the Pool Site, in the event that work moves forward that requires DEP mitigation resulting from impacts to natural resource areas.

The Guidelines purport to govern Town Council placement of conservation easements ("CEs") on the parcel (or portions thereof) "to serve as a mitigation measure for impacts on protected natural resources arising from the contemplated development of other land located in the Town of Hampden for commercial or industrial purposes." The Guidelines go on to establish a minimum additional taxable value of \$500,000 for the development for which a conservation easement is sought. The Guidelines express the policy intent to apply such CEs where "the proposed commercial or industrial development to be benefitted by the conservation easement will be completed, and that the projected taxable value, job creation, or other economic benefits will be achieved."

I bring this to the Committee's attention to review whether the Committee would like to consider revising the Guidelines in order to provide the Council the option to consider approving one or more CEs to offset natural resource impacts not caused by commercial or industrial purposes (such as for development of recreational land).

Whether the Committee wishes to recommend revisions or not, in order to ensure the validity of the attached document I recommend that the Guidelines be rewritten as an Order or as a Resolution for adoption, since these are the methods (other than Ordinance, which does not seem applicable here) by which the Council may act under the Town Charter Sec. 212. Alternatively, the Committee could recommend to repeal the Guidelines or, if it cannot be determined whether they were duly adopted, to adopt a Resolution finding the Guidelines invalid.

TOWN OF HAMPDEN
ENVIRONMENTAL MITIGATION GUIDELINES

Recitals

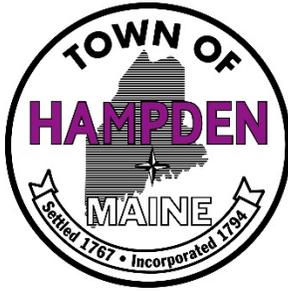
- A. Maine's Natural Resources Protection Act ("NRPA") provides for the protection of "protected natural resources" as defined in 38 M.R.S. § 480-B, with the intent to prevent unreasonable impact to, degradation of, or destruction of these resources.
- B. Under NRPA, certain adverse environmental impacts on protected natural resources may require mitigation measures, such as restoration, enhancement, preservation or creation. Preservation may include the preservation of a protected natural resource on land of others, including the use of conservation easements.
- C. Section 480-Z of NRPA authorized the creation of a compensation fee program as an alternative to traditional mitigation measures. The Maine Department of Environmental Protection ("DEP") has established an in-lieu-fee ("ILF") program pursuant to §480-Z that allows applicants for a NRPA permit to pay a fee instead of completing a permittee-responsible on-site or off-site mitigation measure. The ILF program specifies resource compensation rates and resources dependent calculation methods for determining the amount of the compensation fee necessary to off-set impacts to specific protected natural resources.
- D. The Town of Hampden owns approximately 235 acres of land located on Route 202 by virtue of a deed from L.L. Bean, Inc. to the Town of Hampden dated November 3, 2004, recorded in the Penobscot County Registry of Deeds in Book 9616, Page 287 (the "Town parcel").
- E. The Town parcel was originally acquired for the purpose of commercial or industrial development.
- F. Portions of the Town parcel contain protected natural resources, the preservation of which by a conservation easement could serve as an allowable mitigation measure for the impacts from other commercial or industrial development in the Town of Hampden on protected natural resources located on the development parcel.
- G. The use of portions of the Town parcel for conservation easements to preserve protected natural resources thereon as mitigation measures for commercial or industrial development in the Town of Hampden could serve to broaden the Town's tax base, to create employment opportunities, and to provide economic development in the Town.
- H. These Guidelines are intended to provide the general parameters for the Town Council's consideration of requests for a conservation easement to mitigate impacts of commercial or industrial development on protected natural resources. However, nothing contained herein shall be construed to obligate the Town to grant a conservation easement on the

Town parcel, and the Town Council retains its absolute discretion in the review, approval, or disapproval of any requests for a conservation easement.

Guidelines

1. The Town of Hampden, by and through its Town Council, will consider requests for the placement of a conservation easement on portions of the Town parcel to serve as a mitigation measure for impacts on protected natural resources arising from the contemplated development of other land located in the Town of Hampden for commercial or industrial purposes.
2. In considering such requests, the Town Council may take into consideration the projected taxable value of the project, the number of jobs projected to be created, and other economic development factors. The minimum additional taxable value for the development for which a conservation easement is sought shall be \$ 500,000.
3. Any request shall be accompanied by copies of all documentation concerning the nature and extent of the protected natural resources impacted by the contemplated development, including but not limited to all submissions to DEP for a NRPA permit. In addition, the requesting party shall submit to the Town a detailed description of the contemplated commercial or industrial development to be benefited by the conservation easement, including the improvements to be constructed and the projected taxable value thereof, and the estimated number of employees.
4. Any request shall also include a detailed description of the impacts of the proposed development on the protected natural resources located on the development parcel, as well as a detailed description of the proposed terms and conditions of the conservation easement, including the approximate size and location of the easement area and the protected natural resources located on the Town parcel that are to be preserved by the easement.
5. Any request shall also include a copy of the DEP's calculation of the ILF compensation amount.
6. At any point during the consideration of a request, the Town may require additional information from the requesting party.
7. If the Town Council decides to entertain the request, the requesting party shall, at its expense, conduct such environmental evaluation of the Town parcel as the Town Council may require, in order to specifically identify the proposed conservation easement area and the protected natural resources within that area that are to be preserved by the conservation easement. The evaluation will also assist the parties in ascertaining the most appropriate area for the easement.

8. Once the evaluation has been completed and submitted to the Town, and if the Town Council decides to move forward with consideration of the request, the requesting party shall cause the proposed conservation easement to be surveyed, and for a property description thereof to be prepared, by a surveyor licensed to practice in the State of Maine.
9. Any preliminary decision to grant an easement shall be subject to the Town's satisfaction with the conservation easement, including the easement area and the terms, conditions, and covenants of the easement document. If the conservation easement requires the Town to provide monitoring or maintenance of the easement area, the requesting party shall make satisfactory arrangements to endow the costs of providing such services.
10. The consideration for the conservation easement shall be equal to one-half of the ILF compensation amount calculated by DEP. The requesting party shall receive a credit against the required consideration for one-half of its reasonable and direct costs incurred in the evaluation and surveying required under these Guidelines. This credit shall not exceed one-half of the good faith estimate of such costs provided by the requesting party to the Town prior to undertaking the work, and the approval of such estimate by the Town Council, or its designee.
11. The Town's obligation to deliver the conservation easement for recording in the Registry of Deeds is subject to its receipt of assurances satisfactory to the Town Council that the proposed commercial or industrial development to be benefitted by the conservation easement will be completed, and that the projected taxable value, job creation, or other economic benefits will be achieved.
12. The Town has entered into an agreement with Sargent Corporation, et als., whereby Sargent Corporation has agreed to complete, at its expense, the required infrastructure improvements (water, sewer, storm drainage and roads) for Phase II of the Hampden Business and Commerce Park located off of Route 202. As part of its obligation, Sargent Corporation has pursued amendments to DEP permits obtained by the Town on or about August 15, 2001. NRPA regulations enacted after the original DEP approval necessitate mitigation measures. Sargent Corporation has requested that the Town consider the placement of a conservation easement on a portion of the Town parcel as a mitigation compensation measure for the adverse impact. In recognition of the benefits to the Town arising from the completion of its Park, the Town Council will consider the request in accordance with these Guidelines, and hereby waives the requirements in Section 2 and the second sentence of Section 3. This waiver is granted due to the special circumstances related to the Park, and shall not be construed as setting a precedent for other requests for conservation easements. Except as waived hereby, the Sargent Corporation request shall be reviewed and processed in accordance with these Guidelines.



Town of Hampden
Land & Building Services

Memorandum

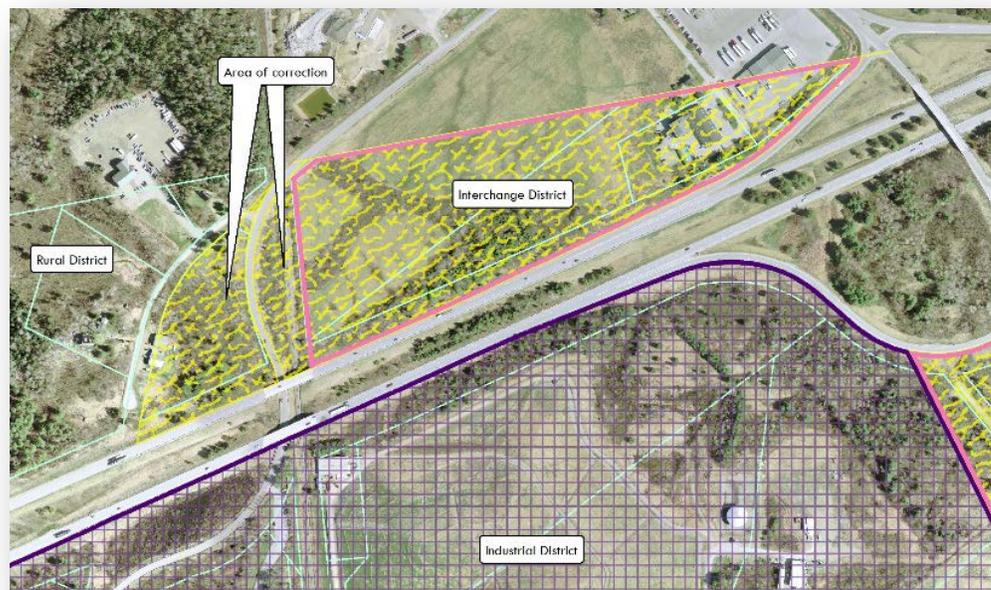
To: Planning & Development Committee
From: Karen M. Cullen, AICP, Town Planner *KMC*
Date: June 19, 2017
RE: Zoning Map

The Zoning Ordinance includes a requirement (Section 2.2, Location of Districts) that the official zoning map is to be signed by the Town Manager and attested by the Town Clerk. The last time this was done was in 1979. We no longer have an official zoning map that reflects what the zoning really is.

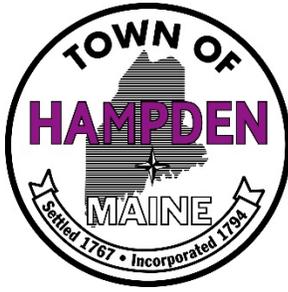
This issue came to light this spring when I was researching an inquiry from a property owner, and I discovered that the boundaries of the Interchange district were incorrect on our maps. The end result of the research was that the property in question is in the Rural district but the map shows it in the Interchange district. This raised a concern for me that there might be other errors in the maps.

Instead of going back to research each and every map amendment from the past 38 years in order to verify the boundaries on the current map, I am recommending that the current map be taken through the normal amendment process (public hearing with Planning Board and then Town Council hearing and vote to adopt) to “set” the map as the official zoning map. After that vote, and each time a map amendment is adopted, the Town Manager and Town Clerk will sign the new map so the Town doesn’t end up in this situation again.

Request: Refer the Zoning Map to the Planning Board for public hearing; this involves no changes to the district boundaries as currently shown in our GIS data (note the CAI maps are only updated annually in August and will show the Interchange district incorrectly until then).



Map showing area of Interchange District that is incorrectly shown on the Zoning Map. The pink outline is the correct depiction.



Town of Hampden
Land & Building Services

Memorandum

To: Planning & Development Committee
 From: Karen M. Cullen, AICP, Town Planner *KMC*
 Date: June 6, 2017
 RE: Update on Amendments to Zoning and Shoreland Zoning Ordinances

I prepared this table in January to provide a status report on various regulatory amendments staff has been working on. Colored rows are amendments that were added since January 2017.

Topic	Ord, Section(s)	Status/Comments
Accessory apartments	ZO, New §4.25	Adopted; effective June 14, 2017
Home occupations	ZO, 4.10	Adopted; effective May 18, 2017
Flexibility in parking, buffer, and signage standards	ZO, 4.7, 4.8	Adopted; effective May 31, 2017
Shoreland Zoning	SZO	CEO working on wholesale revision by starting with State "model" and revising to fit Hampden
Use table	ZO, New section	Undergoing edits
Dimensional table	ZO, New section	Drafted, undergoing edits
Article 3, Districts	ZO	To be drafted (reformat with use and dimensional table; rework "special district regulations")
Retail marijuana	ZO, Unknown	To be drafted; working with Chief Rogers. Per Council Resolution, status update to be provided to Manager in July. Regulations anticipated late 2017 or early 2018 to ensure consistency with to-be-drafted State Regulations.
Medical marijuana	ZO, 4.24	Edits to be drafted to make consistent with state law (distance to schools, etc.)
Town center	ZO, Various	To be drafted after policy direction set; some amendments being done above will advance town center redevelopment. Public meetings/workshops to begin this summer.
Filling, Grading, & Stockpiling and Gravel extraction	ZO 4.9, 4.23	Policy intent: repeal 2007 amendments (retain amendments needed for consistency with statute)
Housekeeping edits	ZO, Various	Numerous relatively minor amendments throughout the Zoning Ordinance to address inconsistencies and things that make no sense; e.g. Conditional Lot Dimensions (flag lots).
Article 1; process to amend the ZO	ZO, article 1	Adopted; effective May 31, 2017

Permits; specifically certificates of compliance and occupancy	ZO, 5.3, 7.2	Public Hearing with PB set for July 12, 2017, expect TC hearing and action in August
Definitions; processing, transfer stations	ZO, 7.2	Public Hearing with PB set for July 12, 2017, expect TC hearing and action in August
Recodification	All	Decision to not pursue at this time.