



HAMPDEN TOWN COUNCIL
HAMPDEN MUNICIPAL BUILDING
AGENDA

MONDAY

OCTOBER 19, 2020

6:00 P.M.

- A. PLEDGE OF ALLEGIANCE
- B. APPROVAL OF AGENDA
- C. CONSENT AGENDA
 - 1. SIGNATURES
 - 2. COUNCIL MINUTES
 - a. 10/05/2020 Council Meeting unavailable
 - b. 10/13/2020 Council Workshop unavailable
 - 3. COMMUNICATIONS
 - a. Letter of Jake Morgan with deepest appreciation to our ambulance service.
 - b. Renewal Victualer's License – Erickson's Hardware
 - c. Renewal Victualer's License – Pizza Gourmet
 - 4. COMMITTEE MINUTES
- D. PUBLIC COMMENTS
- E. POLICY AGENDA
 - 1. NEWS, PRESENTATIONS & AWARDS
 - a. Notice of grant award of \$5,000 from the Center of Tech and Civic Life
 - b. Changes to the Town's assessing system – presented by Alexander J. Konczal, Tax Assessor.
 - 2. PUBLIC HEARINGS
 - 3. NOMINATIONS – APPOINTMENTS – ELECTIONS
 - a. Council appointment of James F. Dyer to the Recreation Committee.
 - b. Council appointment of Steven E. Brown to the Recreation Committee.
- F. COMMITTEE REPORTS
- G. UNFINISHED BUSINESS
- H. NEW BUSINESS
 - a. Council approval of a renewal liquor license for White House Motel, Inc.

Note: Council will take a five-minute recess at 8:00 p.m.

MONDAY

OCTOBER 05, 2020

6:00 P.M.

AGENDA

- b. Council authorization for the expenditure of \$1,370 from the Matching Grant reserve account (3-780-00) for the Town's portion of an MMA Safety Enhancement Grant Award - *requested by Deputy Fire Chief Lundstrom*
- c. Council authorization to purchase an unmanned aerial vehicle (drone) pursuant to MRSA Title 25 Section 4501 – *requested by Chief Bailey*
- d. Council approval of the Guidelines for Affiliated Organizations – *requested by Shelley Abbott, Recreation Director.*
- e. Council award of the contract for renovations to the Town Office
- f. Request for authorization for the expenditure of up to \$90,000.00 from the Municipal Building Reserve Account 3-702-00 for the Town Office renovations
- g. Acceptance of Harold Bouchard Way along with associated sewer infrastructure
- h. Council referral to public hearing the proposed repeal of the Hampden Personnel Ordinance
- i. Council referral to public hearing the proposed amendment to the Hampden Fees Ordinance for Marijuana Licensing
- I. MANAGER'S REPORT
- J. COUNCILOR'S COMMENTS
- K. ADJOURNMENT

Note: Council will take a five-minute recess at 8:00 p.m.

FOR THOSE THAT WISH TO PARTICIPATE IN THE
REMOTE HAMPDEN TOWN COUNCIL MEETING
ON OCTOBER 19, 2020, AT 6:00 PM YOU MAY
PHONE IN USING THE FOLLOWING NUMBER
(FOLLOWED BY THE PIN #)

1-513-970-0751 PIN 747 382 112#

OR-

FROM A LAPTOP OR A DESKTOP, YOU MAY GO
TO THIS URL: [https://meet.google.com/
rzb-kcdx-owy?hs=122&authuser=0](https://meet.google.com/rzb-kcdx-owy?hs=122&authuser=0) AND JOIN |
US THAT WAY

**INSTRUCTIONS ARE POSTED WITH THE AGENDA
AND SEPARATELY ON THE TOWN CALENDAR AT
WWW.HAMPDENMAINE.GOV**

Using Google Meet to Participate in Hampden Town Council Remote Meetings

How to join:

1. Town Council members will receive an email or a Google Calendar Invite with a link to join the meeting.
2. People interested in joining will need to go to the link posted on the town events calendar at www.hampdenmaine.gov.
3. Anyone can also join for audio-only participation by calling the number provided on the town events calendar and then entering the PIN provided followed by the # symbol.

Protocols for Remote Meetings:

1. Log in or call in at least 5 minutes before scheduled start of meeting.
2. For the audio portion, use either your phone or your computer microphone, not both.
3. Mute your phone or computer mic unless speaking. Remember to un-mute if you want to speak. To mute or unmute in Google Meet, click on the little microphone icon at the bottom of the screen; note you may need to move your mouse pointer around the bottom of your screen to get the bottom bar to appear.
4. Speak up if using a computer microphone or if using the speaker function on your telephone.
5. Do not rustle papers in front of your mic unless it's muted. Please minimize background noise.
6. If you're referring to a document, identify it including page or sheet number.
7. If using the video function, have a light source in front of you if possible. Try to avoid backlighting.
8. If you want to look good, have your camera mounted at eye level or above. Look at yourself on screen to check the lighting, camera position, what's in the background, etc. In Google Meet, you can do this "video check" when you open the program before you join the meeting.
9. If you are participating by audio only, identify yourself when speaking.
10. ALL votes will be by roll call.
11. After the meeting is adjourned, click on the red phone icon on the bottom bar to leave the meeting, or (obviously) just hang up the phone if that is how you are participating.

For detailed instructions on using Google Meet, please refer to their website:

support.google.com/a/users/answer/9282720?hl=en

C-3-a

September 29, 2020

To: Hampden Town Manager, Town Council

I would like to extend my deepest appreciation for the outstanding job your ambulance service provided my brother. On August 25th your crew responded to a 911 call to HO Bouchard's, upon arrival they found my brother laying on the floor unresponsive, blue and no pulse. The crew did not give up, they jumped in and did all the stuff they have been trained to do. When they loaded him for transport he had a pulse and a more normal color. At the hospital before leaving they stopped in the waiting room and wished us the best of luck and said he is a fighter. They shook my hand and rested their hand on my sister in laws shoulder and said if we can do anything for you please let us know.

As I prepare this letter my brother Steven, has just been released to return to work on Monday October 5th. I feel that your team is the first to thank for this miracle. The service you are able to provide your community is outstanding, I will tell all my friends that if they are going to have a heart ache to make sure they are in Hampden.

There is no way that our family could ever express how grateful we are. Thanks for giving 110% service to us.

Sincerely;

Jake Morgan



CC: Fire & EMS

C-3-b

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
email: info@hampdenmaine.gov

October 7, 2020

Peter Erickson
Erickson's Hardware
13 Main Rd North
Hampden, ME 04444

RE: Victualer's license

Dear Peter:

Your application for your Victualer's License has been approved. Accordingly, I am enclosing the license, which under Section 5.A of the Town of Hampden Victualer's Ordinance, must be displayed in a place within the establishment where it can be readily viewed by any member of the public.

Please call if you have any questions.

Sincerely,

Gayle C. Decker

VICTUALER'S LICENSE CERTIFICATE

No. 2020-15

MUNICIPALITY OF HAMPDEN, MAINE

To all whom these presents may concern: Date: October 7, 2020

KNOW YE, that Peter Erickson,

doing business as Erickson's Hardware

has been duly licensed as a Victualer at 13 Main Rd North Hampden, Me 04444

in the Municipality of Hampden by said Municipality until October 7, 2021,

and has paid to the Municipal Treasurer the fee of \$ 100.00.

Authorized Municipal Officer Town Clerk

C-3-C

Town of Hampden
106 Western Avenue
Hampden, Maine 04444



Phone: (207) 862-3034
Fax: (207) 862-5067
email: info@hampdenmaine.gov

October 7, 2020

Paul Stratton
Pizza Gourmet
60 Main Rd North
Hampden, ME 04444

RE: Victualer's license

To Whom It May Concern:

Your application for your Victualer's License has been approved. Accordingly, I am enclosing the license, which under Section 5.A of the Town of Hampden Victualer's Ordinance, must be displayed in a place within the establishment where it can be readily viewed by any member of the public.

Please call if you have any questions.

Sincerely,

Gayle C. Decker
Town Clerk

VICTUALER'S LICENSE CERTIFICATE

No. 2020-14

MUNICIPALITY OF HAMPDEN, MAINE

To all whom these presents may concern: Date: October 7, 2020

KNOW YE, that Paul Stratton,

doing business as Pizza Gourmet

has been duly licensed as a Victualer at 60 Main Rd North Hampden, Me 04444

in the Municipality of Hampden by said Municipality until October 7, 2021,

and has paid to the Municipal Treasurer the fee of \$ 100.00.

Authorized Municipal Officer Town Clerk



October 1, 2020

Hampden Town, Maine

Town Manager

106 Western Avenue

Hampden, ME 04444

Dear Paula Scott,

I am pleased to inform you that based on and in reliance upon the information and materials provided by Hampden Town, the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), has decided to award a grant to support the work of Hampden Town ("Grantee").

The following is a description of the grant:

AMOUNT OF GRANT: \$5,000.00 USD

PURPOSE: The grant funds must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in Hampden Town in 2020 ("Purpose").

Before CTCL transmits these funds to Grantee, CTCL requires that Grantee review and sign this agreement ("Grant Agreement") and agree to use the grant funds in compliance with the Grant Agreement and with United States tax laws and the laws and regulations of your state and jurisdiction ("Applicable Laws"). Specifically, by signing this letter Grantee certifies and agrees to the following:

1. Grantee is a local government unit or political subdivision within the meaning of IRC section 170(c)(1).
2. This grant shall be used only for the Purpose described above, and for no other purposes.

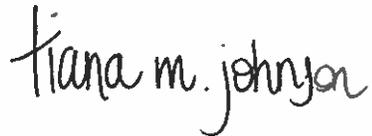
3. Grantee has indicated that the amount of the grant shall be expended on the following specific election administration needs: Ballot drop boxes, Personal protective equipment (PPE) for staff, poll workers, or voters, Poll worker recruitment funds, hazard pay, and/or training expenses, Polling place rental and cleaning expenses for early voting or Election Day, Temporary staffing, and Election administration equipment. Grantee may allocate grant funds among those needs, or to other public purposes listed in the grant application, without further notice to or permission of CTCL.
4. Grantee shall not use any part of this grant to make a grant to another organization, except in the case where the organization is a local government unit or political subdivision within the meaning of IRC section 170(c)(1) or a nonprofit organization tax-exempt under IRC section 501(c)(3), and the subgrant is intended to accomplish the Purpose of this grant. Grantee shall take reasonable steps to ensure that any such subgrant is used in a manner consistent with the terms and conditions of this Grant Agreement, including requiring that subgrantee agrees in writing to comply with the terms and conditions of this Grant Agreement.
5. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs may be applied to the grant. The Grantee shall expend the amount of this grant for the Purpose by December 31, 2020.
6. Grantee is authorized to receive this grant from CTCL and certifies that (a) the receipt of these grant funds does not violate any Applicable Laws, and (b) Grantee has taken all required, reasonable and necessary steps to receive, accept and expend the grant in accordance with the Purpose and Applicable Law.
7. The Grantee shall produce a brief report explaining and documenting how grant funds have been expended in support of the activities described in paragraph 3. This report shall be sent to CTCL no later than January 31, 2021 in a format approved by CTCL and shall include with the report a signed certification by Grantee that it has complied with all terms and conditions of this Grant Agreement.
8. This grant may not supplant previously appropriated funds. The Grantee shall not reduce the budget of the Municipal Clerk ("the Election Department") or fail to appropriate or provide previously budgeted funds to the Election Department for the term of this grant. Any amount supplanted, reduced or not provided in contravention of this paragraph shall be repaid to CTCL up to the total amount of this grant.
9. CTCL may discontinue, modify, withhold part of, or ask for the return all or part of the grant funds if it determines, in its sole judgment, that (a) any of the above terms and conditions of this grant have not been met, or (b) CTCL is required to do so to comply with applicable laws or regulations.
10. The grant project period of June 15, 2020 through December 31, 2020 represents the dates between which covered costs for the Purpose may be applied to the grant.



Your acceptance of and agreement to these terms and conditions and this Grant Agreement is indicated by your signature below on behalf of Grantee. Please have an authorized representative of Grantee sign below, and return a scanned copy of this letter to us by email at grants@techandcivicliflife.org.

On behalf of CTCL, I extend my best wishes in your work.

Sincerely,



Tiana Epps Johnson

Executive Director

Center for Tech and Civic Life



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601
HELLO@TECHANDCIVICLIFE.ORG

GRANTEE

By: Paula A. Scott

Title: Town Manager

Date: Oct. 13, 2020



CENTER FOR TECH & CIVIC LIFE
233 N. MICHIGAN AVE., SUITE 1800
CHICAGO, IL 60601

HELLO@TECHANDCIVICLIFE.ORG



Alexander Konczal, Hampden Tax Assessor

106 Western Ave
Hampden, ME 04444
www.hampdenmaine.gov/

E. assessor@hampdenmaine.gov
Ph. 207-862-4500
Fax. 207-862-5067

E-1-b

To the Town Council & Town Manager
October 2020 Report

Small account exemption & valuation rounding

Manager Scott and I have been discussing two changes I would like to implement for Hampden's assessing system.

First, at all towns I have previously worked for, there has been an exemption granted to accounts valued at a thousand dollars or less, both for real estate and personal property accounts. Having this exemption would eliminate the bills for around 60 customers, and this year would have only resulted in around \$500 of lost revenue for the Town. Half of the accounts are personal property accounts who must report their inventory yearly; processing these reports is time consuming on my end, so the cost of my time might even be higher than the payment we receive from the taxpayer. Thus, it would be in our financial interest to institute the exemptions and would likely be a change welcomed by the small business owners who have little time as it is to fill out forms. Eliminating these bills would also save time for the collector and treasurer and result in easier bookkeeping, as small accounts like these often go delinquent because the taxpayer sees their bill as an unimportant/unfair nuisance.

Secondly, I would like to move from rounding real estate assessments to the nearest hundred dollars of value to the nearest thousand dollars. In addition to saving me calculation time, this change would eliminate a host of problems born from rounding errors and differences; for example, an account worth \$1,100 at a tax rate of \$20.11 technically have a tax bill of \$22.121 – different parts of our software round this number differently, which makes our books not line up. It also would only change any given assessment by \$500 at maximum, a \$10.20 change on a yearly bill.

There are several other small technical reasons I support these changes, which I'd be happy to discuss if you have any questions. Both practices are well established and recognized as acceptable by Maine State Revenue Services; if there are no reasonable objections from council, I would like to move forward with implementing the changes for next year's taxes.

Please contact me with any concerns or comments. Sincerely,

Alexander J. Konczal



E-3-a

Check One: Initial Application Reappointment Application

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: DYER LAST JAMES FIRST F MI

ADDRESS: 37 LIBERTY AVENUE STREET HAMPDEN, MAINE TOWN 04444 ZIP

MAILING ADDRESS (if different):

TELEPHONE: 862-8035 HOME 570-3864 WORK CELL

EMAIL: jamesfdyer@gmail.com

OCCUPATION: RETIRED

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: RECREATION COMMITTEE

SECOND CHOICE (OPTIONAL):

How would your experience, education and/or occupation be a benefit to this board or committee? MEMBER OF RECREATION COMMITTEE FOR PAST 4 YEARS

- MASTERS DEGREE IN SPORT STUDIES FROM UNIVERSITY OF CONNECTICUT
FORMER COLLEGE SOCCER COACH AND DIRECTOR OF ATHLETICS

Are there any issues you feel this board or committee should address, or should continue to address? USE EXISTING FACILITIES TO OFFER RECREATIONAL PROGRAMMING WHICH MEETS

INTEREST AND NEEDS OF HAMPDEN RESIDENTS. IMPROVEMENT OF CURRENT FACILITIES, DEVELOPMENT OF NECESSARY AND VITAL NEW INDOOR AND OUTDOOR FACILITIES. CONTINUE TO PROMOTE AND OFFER ACTIVITIES WHICH ENHANCE A HEALTHY LIFESTYLE FOR HAMPDEN CITIZENS.

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: 10/1/2020
COUNCIL COMMITTEE ACTION: N/A DATE:
COUNCIL ACTION: DATE:
NEW APPT REAPPOINTMENT DATE APPOINTMENT EXPIRES:



E-3-b

Check One:

Reappointment Application

TOWN OF HAMPDEN
APPLICATION FOR TOWN BOARDS AND COMMITTEES

NAME: Brown Steven E.
LAST FIRST MI
ADDRESS: 114 Main Road North Hampden 04444
STREET TOWN ZIP
MAILING ADDRESS (if different): P.O. Box 315 Hampden, ME 04444
TELEPHONE: 862-3656 HOME WORK
EMAIL: brown3069@roadrunner.com
OCCUPATION: Retired

BOARD OR COMMITTEE PREFERENCE:

FIRST CHOICE: Recreation Committee

SECOND CHOICE (OPTIONAL):

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

Are there any issues you feel this board or committee should address, or should continue to address? No

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: 10/1/2020
COUNCIL COMMITTEE ACTION: N/A DATE:
COUNCIL ACTION: DATE:
NEW APPT REAPPOINTMENT DATE APPOINTMENT EXPIRES:

4. Indicate the type of license applying for: (choose only one)

- | | | |
|--|--|---|
| <input type="checkbox"/> Restaurant
(Class I, II, III, IV) | <input type="checkbox"/> Class A Restaurant/Lounge
(Class XI) | <input type="checkbox"/> Class A Lounge
(Class X) |
| <input checked="" type="checkbox"/> Hotel
(Class I, II, III, IV) | <input type="checkbox"/> Hotel – Food Optional
(Class I-A) | <input type="checkbox"/> Bed & Breakfast
(Class V) |
| <input type="checkbox"/> Golf Course (included optional licenses, please check if apply)
(Class I, II, III, IV) | <input type="checkbox"/> Auxiliary | <input type="checkbox"/> Mobile Cart |
| <input type="checkbox"/> Tavern
(Class IV) | <input type="checkbox"/> Other: _____ | |
| <input type="checkbox"/> Qualified Caterer | <input type="checkbox"/> Self-Sponsored Events (Qualified Caterers Only) | |

Refer to Section V for the License Fee Schedule on page 9

5. Business records are located at the following address:

155 Littlefield Ave Bangor, ME 04401

6. Is the licensee/applicant(s) citizens of the United States? Yes No
7. Is the licensee/applicant(s) a resident of the State of Maine? Yes No

NOTE: Applicants that are not citizens of the United States are required to file for the license as a business entity.

8. Is licensee/applicant(s) a business entity like a corporation or limited liability company?

Yes No If Yes, complete Section VII at the end of this application

9. For a licensee/applicant who is a business entity as noted in Section I, does any officer, director, member, manager, shareholder or partner have in any way an interest, directly or indirectly, in their capacity in any other business entity which is a holder of a wholesaler license granted by the State of Maine?

Yes No

Not applicable – licensee/applicant(s) is a sole proprietor

10. Is the licensee or applicant for a license receiving, directly or indirectly, any money, credit, thing of value, endorsement of commercial paper, guarantee of credit or financial assistance of any sort from any person or entity within or without the State, if the person or entity is engaged, directly or indirectly, in the manufacture, distribution, wholesale sale, storage or transportation of liquor.

Yes No

If yes, please provide details: _____

11. Do you own or have any interest in any another Maine Liquor License? Yes No

If yes, please list license number, business name, and complete physical location address: (attach additional pages as needed using the same format)

Name of Business	License Number	Complete Physical Address

12. List name, date of birth, place of birth for all applicants including any manager(s) employed by the licensee/applicant. Provide maiden name, if married. (attach additional pages as needed using the same format)

Full Name	DOB	Place of Birth
John D. Lafayette III	9.17.55	Bangor, ME
Carla J. Lafayette (Rawcliffe)	2.8.56	Bangor, ME
KeeAnn Hawes (Levine)	5.5.67	Bangor, ME

Residence address on all the above for previous 5 years	
Name	Address:
John D. Lafayette III	Hampden, ME
Carla J. Lafayette	Hampden, ME
KeeAnn Hawes	Stetson, ME
Name	Address:

13. Will any law enforcement officer directly benefit financially from this license, if issued?

Yes No

If Yes, provide name of law enforcement officer and department where employed:

14. Has the licensee/applicant(s) ever been convicted of any violation of the liquor laws in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: White House Motel Date of Conviction: 11-2-96

Offense: possession of alcohol after hrs Location: Lounge

Disposition: fined

15. Has the licensee/applicant(s) ever been convicted of any violation of any law, other than minor traffic violations, in Maine or any State of the United States? Yes No

If Yes, please provide the following information and attach additional pages as needed using the same format.

Name: listed Date of Conviction: above

Offense: listed Location: above

Disposition: _____

16. Has the licensee/applicant(s) formerly held a Maine liquor license? Yes No

17. Does the licensee/applicant(s) own the premises? Yes No

If No, please provide the name and address of the owner:

18. If you are applying for a liquor license for a Hotel or Bed & Breakfast, please provide the number of guest rooms available: 77

19. Please describe in detail the area(s) within the premises to be licensed. This description is in addition to the diagram in Section VI. (Use additional pages as needed)

Lounge located in lower level of
motel
77 room hotel, white, 3 stories

20. What is the distance from the premises to the **nearest** school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel?

Name: Church

Distance: 2 miles

Section II: Signature of Applicant(s)

By signing this application, the licensee/applicant understands that false statements made on this application are punishable by law. Knowingly supplying false information on this application is a Class D Offense under Maine's Criminal Code, punishable by confinement of up to one year, or by monetary fine of up to \$2,000 or by both.

Please sign and date in blue ink.

Dated: 9.21.20

John D Lafayette III
Signature of Duly Authorized Person

Signature of Duly Authorized Person

John D Lafayette III
Printed Name Duly Authorized Person

Printed Name of Duly Authorized Person

Section VII: Required Additional Information for a Licensee/Applicant for an On-Premises Liquor License Who are Legal Business Entities

Questions 1 to 4 of this part of the application must match information in Section I of the application above and match the information on file with the Maine Secretary of State's office. If you have questions regarding your legal entity name or DBA, please call the Secretary of State's office at (207) 624-7752.

All Questions Must Be Answered Completely. Please print legibly.

1. Exact legal name: White House Motel, Inc
2. Doing Business As, if any: Best Western White House Inn
3. Date of filing with Secretary of State: 5.27.82 State in which you are formed: Maine
4. If not a Maine business entity, date on which you were authorized to transact business in the State of Maine:

5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors, managers, members or partners and the percentage ownership any person listed: (attached additional pages as needed)

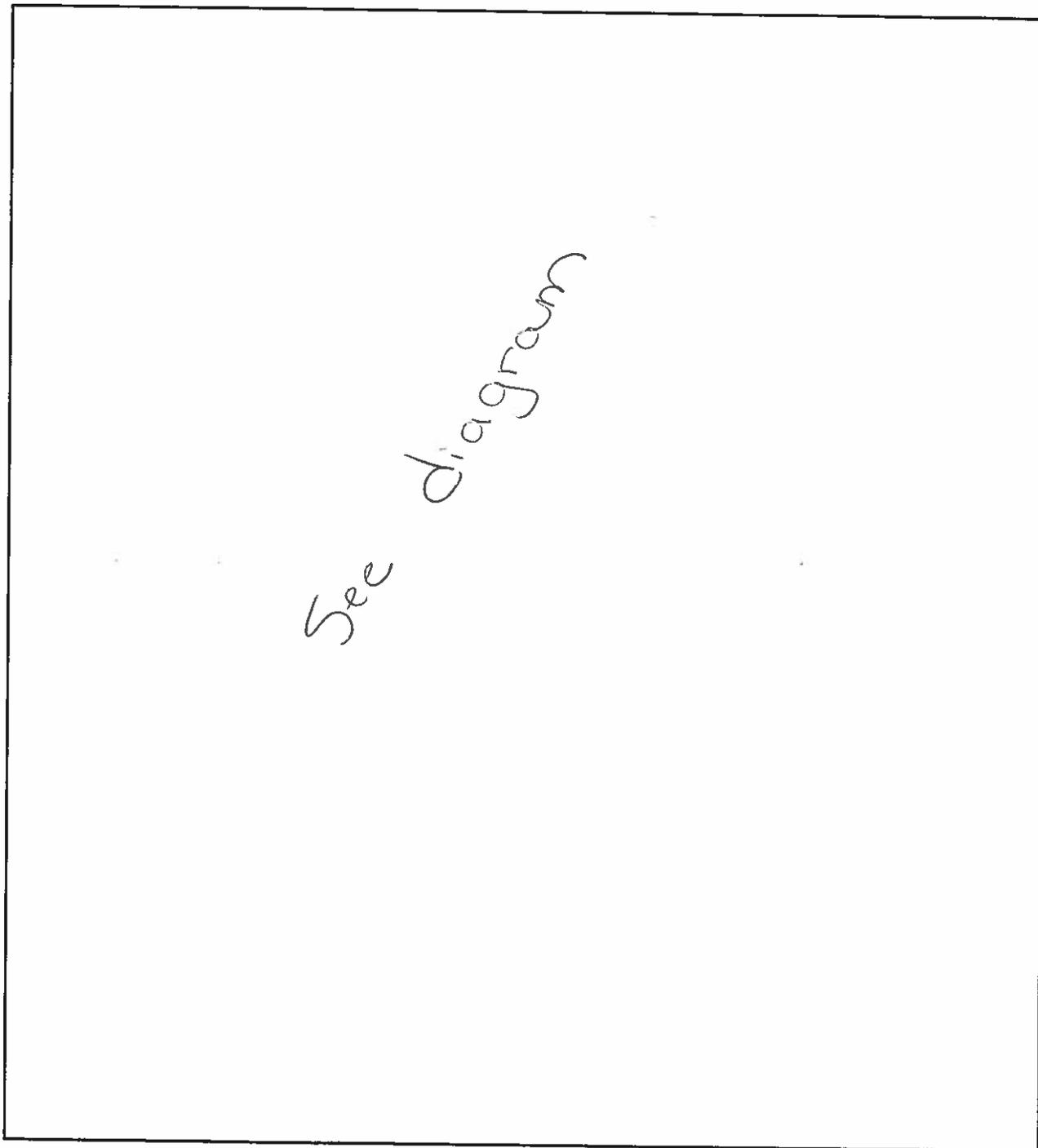
Name	Address (5 Years)	Date of Birth	Title	Percentage of Ownership
John D. Lafayette	155 Littlefield Ave Bangor, ME 04401	9.17.55	owner	50%
Carla J Lafayette	155 Littlefield Ave Bangor, ME 04401	2.8.56	owner	50%
Chris Austin	54 Harlow St. Bangor, ME 04401		Clerk	
Jackie Rawcliffe	PO Box 59 Hampden, ME 04444	7.23.63	director	

(Ownership in non-publicly traded companies must add up to 100%.)

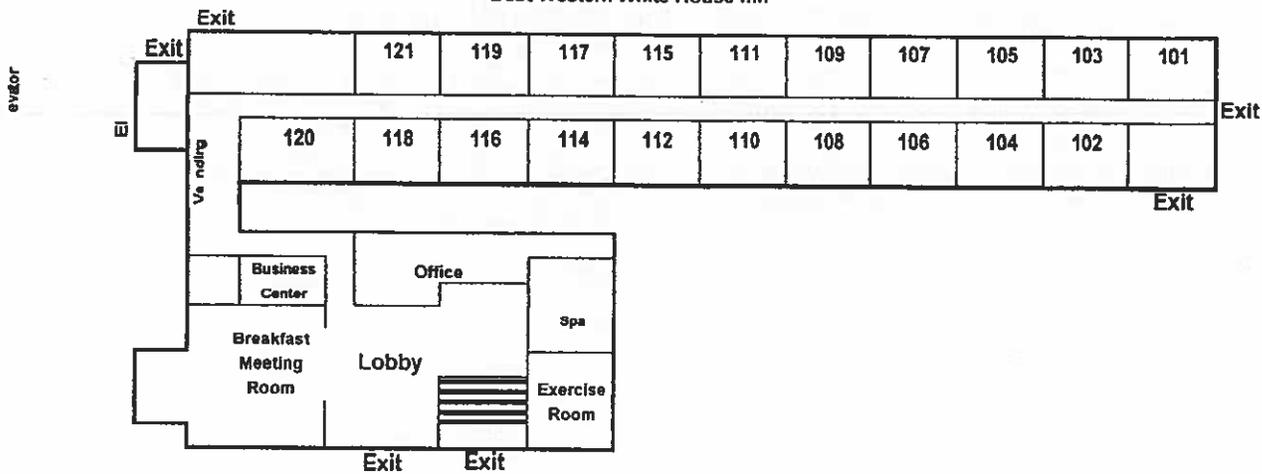
Section VI Premises Floor Plan

In an effort to clearly define your license premise and the areas that consumption and storage of liquor authorized by your license type is allowed, the Bureau requires all applications to include a diagram of the premise to be licensed.

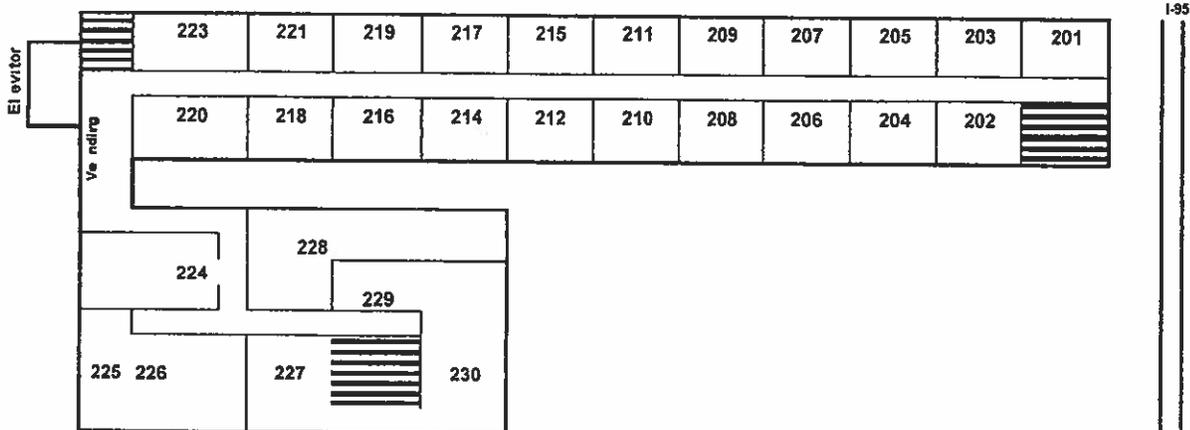
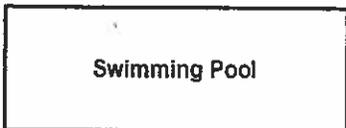
Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the following areas: entrances, office area, coolers, storage areas, display cases, shelves, restroom, point of sale area, area for on-premise consumption, dining rooms, event/function rooms, lounges, outside area/decks or any other areas on the premise that you are requesting approval. Attached an additional page as needed to fully describe the premise.



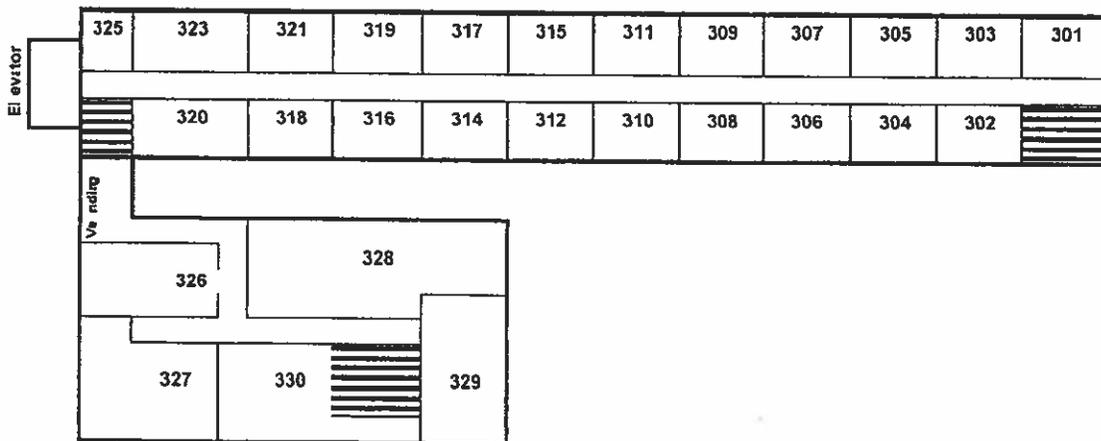
Best Western White House Inn



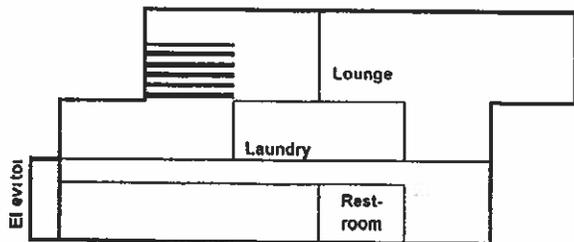
First Floor



Second Floor



Third Floor



Lower Level

Section III: For use by Municipal Officers and County Commissioners only

The undersigned hereby certifies that we have complied with the process outlined in 28-A M.R.S. §653 and approve this on-premises liquor license application.

Dated: _____

Who is approving this application? Municipal Officers of _____

County Commissioners of _____ County

- Please Note:** The Municipal Officers or County Commissioners must confirm that the records of Local Option Votes have been verified that allows this type of establishment to be licensed by the Bureau for the type of alcohol to be sold for the appropriate days of the week. Please check this box to indicate this verification was completed.

Signature of Officials	Printed Name and Title

**This Application will Expire 60 Days from the date of
Municipal or County Approval unless submitted to the Bureau**

Included below is the section of Maine's liquor laws regarding the approval process by the municipalities or the county commissioners. This is provided as a courtesy only and may not reflect the law in effect at the time of application. Please see <http://www.mainelegislature.org/legis/statutes/28-A/title28-Asec653.html>

§653. Hearings; bureau review; appeal

1. Hearings. The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, may hold a public hearing for the consideration of applications for new on-premises licenses and applications for transfer of location of existing on-premises licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.

A. The bureau shall prepare and supply application forms.

B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located.

C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premises license or transfer of the location of an existing on-premises license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premises license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premises license that has been extended pending renewal within 120 days of the filing of the application.

D. If an application is approved by the municipal officers or the county commissioners but the bureau finds, after inspection of the premises and the records of the applicant, that the applicant does not qualify for the class of license applied for, the bureau shall notify the applicant of that fact in writing. The bureau shall give the applicant 30 days to file an amended application for the appropriate class of license, accompanied by any additional license fee, with the municipal officers or county commissioners, as the case may be. If the applicant fails to file an amended application within 30 days, the original application must be denied by the bureau. The bureau shall notify the applicant in writing of its decision to deny the application including the reasons for the denial and the rights of appeal of the applicant.

2. Findings. In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:

A. Conviction of the applicant of any Class A, Class B or Class C crime;

B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control;

C. Conditions of record such as waste disposal violations, health or safety violations or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner;

D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises;

D-1. Failure to obtain, or comply with the provisions of, a permit for music, dancing or entertainment required by a municipality or, in the case of an unincorporated place, the county commissioners;

E. A violation of any provision of this Title;

F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601; and

G. After September 1, 2010, server training, in a program certified by the bureau and required by local ordinance, has not been completed by individuals who serve alcoholic beverages.

3. Appeal to bureau. Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all licensure requirements and findings referred to in subsection 2.

A. Repealed

B. If the decision appealed from is an application denial, the bureau may issue the license only if it finds by clear and convincing evidence that the decision was without justifiable cause.

4. Repealed

5. Appeal to District Court. Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

Section IV: Terms and Conditions of Licensure as an Establishment that sells liquor for on-premises consumption in Maine

- The licensee/applicant(s) agrees to be bound by and comply with the laws, rules and instructions promulgated by the Bureau.
- The licensee/applicant(s) agrees to maintain accurate records related to an on-premise license as required by the law, rules and instructions promulgated or issued by the Bureau if a license is issued as a result of this application.
 - The licensee/applicant(s) authorizes the Bureau to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also any books, records and returns during the year in which any liquor license is in effect.
- Any change in the licensee's/applicant's licensed premises as defined in this application must be approved by the Bureau in advance.
- All new applicants must apply to the Alcohol and Tobacco Tax and Trade Bureau (TTB) for its Retail Beverage Alcohol Dealers permit. See the TTB's website at <https://www.ttb.gov/nrc/retail-beverage-alcohol-dealers> for more information.

H-D

Hampden Public Safety Fire Department

To: Hampden Town Council
From: Jason Lundstrom- Deputy Fire Chief
Date: October 5, 2020
Re: Maine Municipal Association Safety Enhancement Grant- Award Notification

Maine Municipal Association Safety Enhancement Grant- Award notification and request to use grant matching funds to purchase awarded equipment.

The Hampden Fire Department has been notified by Maine Municipal Association that we have successfully secured grant funding for (1) Maxon Me2-C2 Dual Cylinder Direct-Lift Liftgate. **The total cost of this project is \$3,370.00. MMA's share is \$2,000.00. The Town of Hampdens share is \$1,370.00.** If approved by the council, the \$1,370.00 would be funded from the matching grant account. The liftgate specified above will be installed on our utility vehicle (pick-up truck) and will greatly reduce the potential of lifting related on the job injuries. The Fire Department is looking for council approval to move forward with this project.

Current Account Status

G 3-780-00 RESERVE ACCT / MATCHING GR

-14,140.72 = Beg Bal 0.00 = YTD Net -14,140.72 = Balance
 0.00 = Adjust 0.00 = YTD Enc

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
Totals-							0.00	0.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
Totals	0.00	0.00	0.00	0.00

D/C Scott Webber
Sgt. Joel Small
Ofc. Shawn Devine
Ofc. William Miller
Ofc. Monic Christian
Ofc. Alyshia Carwell

Sgt. T.D. Stewart
Ofc. Ben Eyles
Ofc. Marc Egan
Ofc. David Mustrall
Ofc. Tony Lorenz



D/C Jaso
Lt. Dan Pugsley, Jr.
FF Shaun McNally
FF Jared LeBarnes
FF Matt Roope
FF Ed Gardella
FF Oliver Bianchi

H-C

CH. Joe Dunton
FF Matt Thomas
FF Chris Liepold
FF Zach Tabmadge
FF Gavin Webb

Kandy McCullough, Office Manager
Chief Christian Bailey, Director of Public Safety

CEO Ryan Carey

POLICE

FIRE

EMS

CODE ENFORCEMENT

LOCAL HEALTH OFFICE

MEMORANDUM

TO: Paula Scott, Town Manager
FROM: Christian Bailey, Director of Public Safety
RE: Town Council Agenda-Purchase of an Unmanned Aerial Vehicle
DATE: October 15, 2020

I am requesting authorization from the town council to purchase an unmanned aerial vehicle. (Drone) The State of Maine Statute (M.R.S.A. Title 25 §4501) requires approval from the governing body if acquired by a law enforcement agency. The attached document is a summary of the program prepared by Firefighter/Paramedic Matthew Thomas. Firefighter/Paramedic Thomas initiated the idea of an Unmanned Aerial Program for Hampden Public Safety and completed a substantial amount of research on the benefits to our agency and community. This piece of equipment will also be made available to other town departments.

HAMPDEN PUBLIC SAFETY UAV PROGRAM

SUMMARY

Background

- 2016: The Federal Aviation Administration created new regulations streamlining the process for commercial and government use of UAV systems.
- 2018: Police and fire departments in Maine began using UAV (drone) technology for emergency response. While the technology had impressive capabilities, the costs were still prohibitive.
- Late 2019: Smaller UAV systems began to become available for public safety with more affordable integrated thermal imaging sensors.

Capabilities

The UAV is an extremely stable, lightweight flying video and thermal imaging camera. It allows an emergency responder to:

- Search a large area quickly with minimal manpower (search and rescue)
- View an incident from overhead or multiple angles to get a better sense of the scene (wildland firefighting)
- Assess a potentially hazardous situation up-close without placing personnel and vehicles in danger (hazardous materials leak, barricaded individual).
- Quickly determine the nature of a problem and number of victims (overturned watercraft, interstate pileup)

The UAV may be flown at night and in cold weather (15°F). It can be operated with two people (pilot and visual observer) and launched in under a minute. It has a maximum speed of 44 MPH, can fly up to 400 feet above ground level, and can stay aloft for up to 31 minutes on a single charge.

Training

We currently have three HPS employees who have either a remote pilot or private pilot license and who can quickly become qualified to fly the UAV. We will train at least two additional employees to operate the UAV.

Legal

UAV operations are regulated by the Federal Aviation Administration, and that agency requires UAV registration and remote pilot licensing. Additional permissions are required for night flight.

The State of Maine regulates the use of drones by law enforcement agencies (M.R.S.A. Title 25 §4501) and requires that agencies have specific policies relating to privacy and warrant requirements. In addition, the Maine Criminal Justice Academy prescribes specific yearly reporting requirements relating to the use of drones for criminal investigation purposes.

Specifically, this UAV will not be used by Hampden Public Safety to conduct surveillance on private citizens peacefully exercising their First Amendment constitutional rights of free speech and assembly.

Equipment and Funding

Our intent is to purchase a UAS package that includes UAV, batteries, charging system, dedicated remote controller, and hard case.

This UAV system will be purchased primarily from funds donated to the fire department that have accrued over several years of citizen donations. The total cost of the UAV system is approximately \$3,750, with approximately \$3,400 of that amount from donated funds. Approximately \$350 of the purchase cost will be allocated from the public safety budget.

Overview

Over the last 5 years, unmanned aerial vehicle (UAV) systems have become recognized as important public safety tools. This equipment supports our mission to provide the latest public safety technology for the benefit of Hampden citizens.

H-d



TOWN OF HAMPDEN

Recreation Department

106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-6451

FAX 862-5067

October 15, 2020

To: Paula Scott
From: Shelley Abbott
Subject: Guidelines for Affiliated Organizations with changes for Public Hearing

Please find a draft with recommended edits from the October 13, 2020, Council Workshop of the 2020 Guidelines for Affiliated Organizations for referral for public hearing attached. Additions to the original draft are included in red font for council review.

This draft does not include an update to the Fee Ordinance Section 6 Recreation. I feel the language added to the paragraph heading "Town Owned Facility Fees" sufficiently addresses concerns by Councilor McAvoy to add details to address concerns in relation to the terms "fees negotiated at contract".

Each group requesting Affiliated Organization status would be looked at on an individual basis as to their requested town facility use needs, impact of the town facility availability and facility maintenance, and what the Affiliate Organization are currently providing for support or willing to provide for support to keep these spaces viable for recreational use.

Thank you for your consideration.

Shelley Abbott
Recreation Director

Guidelines for Affiliated Organizations
Town of Hampden

Hampden Recreation Department

All teams, organizations, boards, committees, etc. wishing to be sanctioned by the Town of Hampden and Hampden Recreation Department for the purpose of fiscal agency, facility use, financial support or staff support must adhere to the following guidelines:

Insurance for Users of Town of Hampden Facilities

*Organizing group must obtain a \$1,000,000 general liability insurance policy. Please forward a certificate of insurance indicating policy coverage and naming the **Town of Hampden and specific town facility of use** as an additional insured person or organization for the covered period of facility use requesting. Certificate holder should read: Town of Hampden, Maine, 106 Western Avenue, Hampden, ME 04444 followed by the facility name and facility location.*

Fiscal Agent Responsibilities

The Town of Hampden processes invoices on a bi-monthly basis. Checks are issued the day after Town Council meetings. Invoices submitted for payment are due to the finance department by the Tuesday before the Council Meeting at the close of business for processing on the upcoming warrant.

Deposits for affiliated organization accounts will be received by the Town of Hampden staff with an accounting of the funds only. Please submit a record with a breakdown of cash, checks, and change, along with a total at the time of deposit.

All monies for deposit should be banded appropriately and all coinage should be rolled in advance (if applicable).

Use this guide when bundling cash and coin for deposit.

Bills

1. Count all bills twice to verify the total amount you are depositing.
2. Band like denominations together with all bills facing the same direction.

If you are depositing enough bills of like denomination, band them in the following manner:

- 25 x \$1 bills = \$25
- 20 x \$5 bills = \$100
- 25 x \$10 bills = \$250
- 25 x \$20 bills = \$500

Coins

1. Count all coins twice to verify the total amount you are depositing.
2. Roll large quantities of coins in coin wrappers as follows:
 - 50 x pennies = 50¢
 - 40 x nickels = \$2
 - 50 x dimes = \$5
 - 40 x quarters = \$10
3. Place any coins unable to make a full roll in a sealed envelope and write the total amount on the outside.

Bill and coin wrappers are available from Hampden Recreation Department if needed.

The Town of Hampden will present the affiliated organization with a report of account status on an annual basis for reconciliation and sign off (typically prior to fiscal year end in June) that they are in agreement with the account status. Reports may be requested on a more frequent basis or as needed and are available from the finance department during normal business hours.

The affiliated organizations account(s) held by the Town of Hampden are not included in the Town Audit.

*Affiliated organizations are not able to use the Town of Hampden tax exemption or ID status for organization purchases or acceptance of donations. Vendors should be made aware of this status at time of authorized purchase. **Invoices should be billed in the name of affiliated organization** not as the Town of Hampden. Organization should apply to the State of Maine for non-profit status if organizational business requires these exemptions.*

<https://www.maine.gov/sos/cec/corp/nonprofit.html>

Background Check Processing

The Town of Hampden will continue to process State of Maine background checks for volunteers with affiliated organizations. The Town requests an annual authorization to complete a background check for each volunteer and will continue to process these on a 3 year update for volunteers who provide their service year after year, unless a more frequent cycle is requested. Background check authorization forms should be turned into the Recreation Department or Finance Department at the Hampden Town Office for processing in advance of the start of the season/program. Background check services will be provided at no cost until such time that the town should incur a fee for this service.

Town Owned Facility Use Request

Town of Hampden facilities are closed to drop in organized group use and available by advance reservation only. All affiliated organizations requesting facility access should contact the Recreation Department for availability. A Recreation Facility and Land Scheduled Use Form and proof of insurance will need to be completed/provided and approved by the Recreation Director in advance of use. Recreation Department activities/programs will have priority use at all Town of Hampden facilities. Hampden residents have priority group use over other non-residents; even those attending RSU 22. Signage for reserved use will be posted where applicable and available for public notice.

Town Owned Facility Fees

Facility/Field use fees are established as part of the Town of Hampden Fee Ordinance-Article 6-Recreation (see below). These fees help offset the cost of facility/field maintenance, cleaning, improvements, utility/rental fees and staffing costs. Affiliated organizations are subject to facility fees per the fee ordinance. At the present time, fees for affiliated organizations will be negotiated at contract. Considerations for negotiating fees for Affiliated Organizations will include: group use frequency terms, ongoing maintenance contributions and/or facility upgrades by the affiliated organization, as well as volunteer Affiliated Organization support of recreation department operations and program services.

Meeting space for affiliated organizations may be arranged on a 'space available basis'. A Town of Hampden staff member is required to be onsite at all times. Fees will be applicable if staff needs to be scheduled to open and close the building when the building would not otherwise be in use by Hampden Recreation. The Affiliate will be invoiced as set out in the following section.

Town Staffing

A town representative on the affiliated organization governing board as a voting member is not required. Town staff are not able to be an officer of the affiliated organization board or committee. Any affiliated organization requesting town staff representation on a board and/or support of a department staff at any meeting or organization function shall be invoiced the overtime hourly rate of pay of that employee when the commitment is beyond the normal scheduled work week and workload of the assigned employee.

Property/Equipment

Affiliated organizations are responsible for the upkeep and cleanliness of facilities and fields, and the proper care and return of town owned equipment. Affiliated organizations should report any damage, equipment/field/facility concerns or failures, or vandalism to the Recreation Director as soon as possible. Replacement of lost or destroyed equipment will be invoiced to the affiliated organization.

Utilities/Rental Fees

Some town owned facilities that are used by affiliated organizations have additional expenses related to group use that are passed on to the user group. Water, sewer, electric, and portable toilet rental charges will be invoiced to the affiliated organization, as applicable, when dedicated charges are identifiable.

Facility Amenities/Facility Upgrades

Affiliated organizations may work with town staff to provide facility amenities, enhancements, and upgrades to town owned parcels. Any work done on town owned land requires Town of Hampden permission and will be required to go through town permitting processes and meet code requirements as required by the Town of Hampden Code Enforcement Office. These amenities, enhancements, and upgrades become the property of the Town of Hampden.

Facility Keys/Entry Codes

Any affiliated organization with locked storage, concession, or press box areas located on town owned property must provide the Recreation Director with a facility key/entry code for town access/insurance

purposes. If the area requires a re-key please remember to update the Recreation Director as soon as possible and provide new key for continued access.

ARTICLE 6

RECREATION

Amended July 27, 2020

6.1. Recreation Fee Assistance Policy: Requests for financial assistance will be reviewed by the Recreation Director on a case by case basis. Scholarship assistance may be available and be provided to those who might not be able to participate because of family income. The Recreation Scholarship Fund is solely supported by community donations and fund availability is based upon use and donation levels. A formal confidential application is required for those requesting assistance in advance of program registration.

6.2. Program Fees:

6.2.1. Kids Kamp (full week)	\$160.00-\$180.00
6.2.2. Kids Kamp (day)	\$40.00-\$50.00
6.2.3. Kids Korner AM Program (day)	\$9.00-\$12.00
6.2.4. Kids Korner PM Program (day)	\$13.00-\$16.00
6.2.5. Kids Korner Half Day Program (12-5:30 PM) (day)	\$30.00-\$40.00
6.2.6. Kids Korner Full Day Program (7 AM-5:30 PM) (day)	\$45.00-\$55.00
6.2.7. Team Sport-Resident (depend on session length)	\$45.00-\$55.00
6.2.8. Team Sport-Non Resident (depend on session length)	\$50.00-\$60.00
6.7.9. Program Registration Late Fee (per person, per program)	\$10.00

6.3. Skehan Recreation Center Fees:

(all requests are subject to availability and require advance written reservation contract, payment, and proof of insurance where applicable)

6.3.1. Gymnasium Rental-1/2 Gym	\$30.00-\$45.00/hour
6.3.2. Gymnasium Rental-Full Gym	\$60.00-\$80.00/hour
6.3.3. Allen Fitness Room Rental	\$30.00-\$45.00/hour
6.3.4. Interior Classroom Rental	\$30.00-\$45.00/hour
6.3.5. Gymnasium Rental Full Day	negotiated at contract

6.3.6. Allen Fitness Room Rental Full Day	negotiated at contract
6.3.7. Interior Classroom Rental Full Day	negotiated at contract
6.3.8. Affiliated Program Rental 1/2 Gym	negotiated at contract
6.3.9. Affiliated Program Rental Full Gym	negotiated at contract
6.3.10. Gymnasium Rental-Multi Day/Multi Week	negotiated at contract
6.3.11. Private Party Rental	\$120.00-\$150.00/event
2 hours full gym includes classroom for any food consumed	
6.3.12. Set Up Fee Skehan Center (day)	\$50.00
6.3.13. Sanitizing Fee (day-depending on use area and needs frequency)	\$50.00-\$250.00

6.4. RESERVED Outdoor Play Field/Space Rental Fees: Ball Field or Soccer Field

(all requests are subject to availability and require advance written reservation contract, payment, and proof of insurance where applicable)

6.4.1. Single Field/Single Game-Resident	\$25.00
6.4.2. Single Field/Full Day-Resident	\$50.00
6.4.3. Single Field-Multi Day/Multi Week-Resident	negotiated at contract
6.4.4. Affiliated Program Rental	negotiated at contract
6.4.5. Single Field/Single Game-Non Resident	\$50.00
6.4.6. Single Field/Full Day- Non Resident	\$100.00
6.4.7. Single Field-Multi Day/Multi Week-Non Res.	negotiated at contract
6.4.8. Single Field-Light Use (per day/event)	\$25.00
6.4.9. Set Up Fee/Field Prep Fee (day)	\$50.00-\$250.00
6.4.10. Sanitizing Fee (day-depending on use area and needs frequency)	\$50.00-\$250.00

Affiliated Organization Acceptance of Agreement

Agreement Period: _____

Affiliated Program _____

President/Chairperson (s) _____

Signature (s) _____

Date: _____

Date: _____

Town Of Hampden Official _____

Title: _____

Signature _____

Date: _____

H-E+F



Memorandum

TO: Town Council
FROM: Paula Scott, Town Manager
DATE: October 15, 2020
RE: Office renovation

Bids for the office renovation were opened on October 13, 2020, and as indicated on the bid tabulation sheet, we received two bids, one from Gates Construction and the other from Dunbar & Brawn. We asked for a base bid and then an alternate to include painting the lobby, hall, and inner office. The low bidder had a list of exclusions that we asked our engineer to respond to which is captured in an email thread provided in this packet. Based upon those emailed discussions, our engineer agrees that the bid should be awarded to Dunbar & Brawn in the amount of \$47,992.00, without the additional for painting.

On October 7, 2019, Council authorized the receipt of FEMA funds into the Municipal Building reserve account and during the FY20 budget process, funds were approved for an office renovation to improve the lobby and counter areas; including improving ADA accessibility. The auditor combined those funds within the reserve account which set aside \$55,666.47 for the renovation project. This was with the knowledge that a portion of the project was to purchase a desk unit for administration staff and new supply counter behind the point of service counter. Due to revelations of other ADA issues with some of our internal doorways, as well as being concerned that the money already set aside would not be enough for the renovation, an additional \$50,000 was requested and approved in the FY21 budget.

Due to the current situation of physical distancing, I decided not to purchase a connected unit for office staff, and instead would like to purchase new stand-alone desks. This will save about \$10,000; I also still need to purchase the locking counter for license plates and other items that will be displaced when the supply closet becomes a part of the floor plan. Money to replace the flooring had already been budgeted in a prior year, I am just requesting it now, believing that we should do everything that needs to be done as close to the same time as possible. We have already contacted a couple of different painting contractors who came to look at the spaces; I have received one verbal price which I will not state here so I won't disadvantage them if another contractor were to see that price. I can tell you it is a savings from the alternate bid price. We have contacted the flooring contractor who has done all the other floors in the building - for continuity. Plus, we like his work and trust his product. Electrical work will need to be done to move one of the wall sconces closer to the new counter area and the existing sconces will be replaced with lighting that shines both upward *and* downward rather than just upward. This will greatly improve visibility in the lobby area. There is a slight cushion for incidentals or change orders if needed.

I am respectfully requesting an amount up to \$90,000 from Municipal Building reserve to not only pay for the renovation bid, but to take care of those additional items such as the painting, flooring, new lighting and the furnishings.

Current Account Status

G 3-702-00 RESERVE ACCT / MUNIC BLD

-168,896.04 = Beg Bal
0.00 = Adjust

22,000.00 = YTD Net
0.00 = YTD Enc

-146,896.04 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
07	0033	2105	07/20/20	00382 PENOBSCOT TE	HVAC REPLACEMENT	R AP	22,000.00	0.00
Totals-							22,000.00	0.00

Monthly Summary

Month	--Regular Entries--		--Balance Entries--	
	Debits	Credits	Debits	Credits
July	22,000.00	0.00	0.00	0.00
Totals	22,000.00	0.00	0.00	0.00

**TOWN OF HAMPDEN
Office Renovation
BID SHEET**

October 13, 2020
1:00 p.m.

BIDDER	BID AMOUNT	ADDITIONAL TO INCLUDE PAINT	TOTAL	ADDENDUM ACKNOWLEDGED
Dunbar & Brawn	\$47,992	\$8,487	\$56,479	Yes
Gates Construction	\$82,560	\$3,200	\$85,560	Yes

BID FORM

Renovation Bid Price

\$ 82,560.00

Alternate #1 Bid Price

(add to paint lobby and Town/Clerk office) \$ 3,200.00

Total Bid Price (with Alternate #1)

\$ 85,760.00

Addendum #1 Acknowledgement

✓

Addendum #2 Acknowledgement

Addendum #3 Acknowledgement

Town of Hampden, Maine

Gates Construction

Company Name

5 Dubouy Lane Clinton, ME

Company Address

Chad Gates

Company Representative

[Signature]

Signed

****The renovation shall be completed prior to March 1, 2021****

SECTION 00510

AGREEMENT

This Agreement is dated this 13 day of October in the year 2020, by and between Town of Hampden hereinafter called OWNER, and CARLSONST. hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants herein stated, agree to the following:

ARTICLE 1 - WORK

The work generally consists of the following: Interior renovation of the existing office area, including removal of several walls and redirection of the internal layout, along with several door replacements.

ARTICLE 2 - ENGINEER

The project has been designed by Plymouth Engineering, Inc., PO Box 46, 30 Lower Detroit Road, Plymouth, Maine, who is hereafter called ENGINEER and will act as the OWNER's representative and assumes all duties and responsibilities and will have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.1 The work shall be substantially complete within 59 days of Notice to Proceed. Work shall be completely ready for final inspection and payment as shown in the General Conditions within fourteen (14) days, following completion of the building.

3.2 **Liquidated Damages:** No Liquidated damages will be used on this project.

ARTICLE 4 - CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in an amount in current funds equal to:

\$85,760.00 (\$ amount in numbers)

Eighty five thousand seven hundred sixty dollars (\$ amount in words)

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by ENGINEER as provided in said General Conditions.

5.1 Progress Payment: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, as shown in Section 00821, Application for Payment. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in the General Conditions.

5.1.1 Prior to Substantial Completion, progress payments will be made in an amount equal to:

- 80% of the work completed, and
- 80% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, in an amount sufficient to increase the total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine in accordance with the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER.

ARTICLE 6 - INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has studied and carefully examined the construction drawings, construction documents, and technical specifications,

7.2 CONTRACTOR has either visited the site or is satisfied with the general local, site conditions that may affect cost, progress, and performance of furnishings of the work,

7.3 CONTRACTOR has performed any examinations, investigations, tests, and studies of such reports as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents and no such tests, exams, etc. are or will be required by the CONTRACTOR,

7.4 CONTRACTOR is familiar with and is satisfied as to all Federal, State, and Local Laws and Regulations that may affect cost, progress, performance and completeness of the project,

7.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents, and

7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that have been discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consisting of the following:

8.1 This Agreement, Section 00510

8.2 Exhibits to the Agreement

8.3 Notice of Award

8.4 Notice to Proceed

8.5 General Conditions

8.6 Supplemental Conditions

8.7 Specifications bearing the title Project Manual for Hampden Town Office

8.8 Construction Drawings bearing the title Hampden Town Office Renovations

8.9 Addenda numbers To Be Determined, inclusive.

8.10 Contractors Bid.

8.11 Documentation submitted by Contractor prior to Notice of Award, including preliminary schedule, unit price breakdown, Superintendent Qualifications

8.12 Any modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended, or repealed by a modification as provided in the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are

due may not be assigned without consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.3 Owner and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, his partners, successors, assigns, and legal representative in respect to all covenants, agreements, and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. Once counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner, and Contractor or by Engineer on their behalf.

This Agreement will be effective of _____.

OWNER: Town of Hampden
~~Innovative Specialties~~

CONTRACTOR: Gary Construction

by: _____

by: [Signature] Owner

Attest: _____

Attest: [Signature]

Address for Notices:

Address for Notices:

5 Dubai Lane
Clifton, ME 04428

(If Contractor is a corporation, attach evidence of authority to sign)

END OF SECTION

Request 1/3 of contract price up front.

BID FORM

Renovation Bid Price \$ 47,992

Alternate #1 Bid Price
(add to paint lobby and Town/Clerk office) \$ 8,481

Total Bid Price (with Alternate #1) \$ 56,473

Addendum #1 Acknowledgement 10/12/20

Addendum #2 Acknowledgement _____

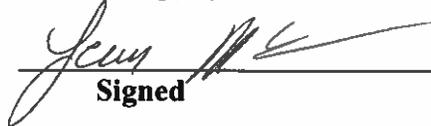
Addendum #3 Acknowledgement _____

Town of Hampden, Maine

Dunbar J Brown
Company Name

223 Hildreth St N, Bangor
Company Address

Lewis M Eacharn
Company Representative


Signed

****The renovation shall be completed prior to March 1, 2021****

***Town of Hampden
Hampden Town Office***

FROM: Dunbar & Brawn Construction, General Contractor

SUBJECT: Town of Hampden – Town Office

DATE: October 13, 2020

Exclusions & clarifications:

- 1) **Coordination & engineering drawings excluded.**
- 2) **Building permit application & cost excluded.**
- 3) **Hazardous material removal excluded.**
- 4) **Stamped structural, electrical, plumbing &/or HVAC drawings excluded.**
- 5) **Signage interior & exterior excluded.**
- 6) **Purchase and installation of furnishings excluded.**
- 7) **Tax on materials other than consumables excluded.**
- 8) **Davis-Bacon wage rates excluded.**
- 9) **Excludes sprinkler and fire alarm system work.**
- 10) **Electrical allowance included as scope not clearly defined.**
- 11) **Flooring will be matched as closely as possible.**

RE: Hampden Town office Bid

Inbox

Scott Braley

Oct 14, 2020, 3:55
PM (23 hours
ago)

to Bruce, me

Bruce,

Questions on your list of exclusions and clarifications

1. what do you mean by "coordination" excluded?
2. All set
3. No anticipated lead paint or asbestos. Did have anything else in mind that no one thought of?
4. No stamped drawings required.
5. No permanent signage required. You will be responsible for any temporary work area safety signage.
6. No furnishings are part our your contract. Only the fixed materials as shown on the plans.
7. Town is tax exempt.
8. Local monies only no Davis Bacon required.
9. No changes to existing system is anticipated.
10. Please detail your electrical allowance. We assume you've been in and looked at the required work and understand the electrical requirements based on our addendum for clarification.
11. Provide flooring samples. If the Owner wishes to redo more than specified on the drawing we will entertain a change order.

Regarding start date, provided I have clarifications above tomorrow by noon, it will be on the council's agenda for Monday, and work can proceed immediately upon completion of contract documents.

Thanks
Scott

Scott E. Braley, PE, CPESC
President
Plymouth Engineering, Inc.
PO Box 46
30 Lower Detroit Road
Plymouth, ME 04969
Office: (207) 257-2071
Cell: (207) 332-7343
Email: scott@plymouthengineering.com

From: Bruce Nguyen <BruceN@dunbarandbrawn.com>
Sent: Wednesday, October 14, 2020 9:01 AM
To: Scott Braley <scott@plymouthengineering.com>
Subject: RE: Hampden Town office Bid

Sounds good thanks Scott. Have a good and safe day

Bruce Nguyen
Dunbar and Brawn Construction
Office: 207-947-5789
Cell: 207-447-1722
Email: Brucen@dunbarandbrawn.com

See below for response to my email. I don't see any issues with the response, so I would guess that the recommendation would be for Dunbar and Braun to be awarded the contract. If the Council approves, I'll do a Notice of Award and start contracting paperwork unless you have a standard contract you want to use.

Scott

Scott E. Braley, PE, CPESC
President
Plymouth Engineering, Inc.
PO Box 46
30 Lower Detroit Road
Plymouth, ME 04969
Office: (207) 257-2071
Cell: (207) 332-7343
Email: scott@plymouthengineering.com

From: Lewis McEacharn <lewism@dunbarandbrawn.com>
Sent: Thursday, October 15, 2020 7:17 AM
To: Scott Braley <scott@plymouthengineering.com>
Cc: Bruce Nguyen <BruceN@dunbarandbrawn.com>
Subject: RE: Hampden Town office Bid

Good morning Scott,

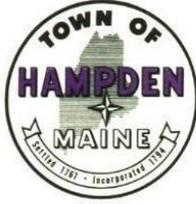
All of the items below, other than the electrical allowance, are standards in our clarifications and exclusions. Item 1 and 4 just means we are not responsible for any pre-construction, construction or post-production—nothing to do with this project, as you note.

As for the electrical allowance, we were never able to get in to see the site. I did call and email, but it just never worked out with everyone's schedule I guess. Based on the number of walls and doors that are being removed/moved, we assumed six outlets and two light switches would need to be disconnected and most likely reconnected.

Please let us know if there is anything else you need, or if you need anything else cleared up.

Thanks,
Lew

H-g



TOWN OF HAMPDEN
DEPARTMENT OF PUBLIC WORKS

106 WESTERN AVE.
HAMPDEN, ME 04444

TEL 862-3337

FAX 862-5067

October 15, 2020

To: Paula Scott, Town Manager
From: Sean Currier, Road Commissioner
Subject: Harold Bouchard Way Road and Sewer Acceptance

Municipal Review Committee, Inc. (MRC) has constructed a private road approximately 0.87 miles long on land previously owned by Brian Bouchard. The new road gave frontage on a public way (Coldbrook Road), which satisfied the requirement for the development to occur for the new Fiberright/Coastal Resources of Maine facility. MRC has requested the Town take ownership of the road. The road was designed by CES, constructed by Sargent Corporation and construction was inspected by Woodard and Curran.

Per the Town Ways ordinance, 1.2 Acceptance by Town Council, has been requested by MRC with a letter and applicable back-up from CES. Given the positive inspection results and applicable utility companies taking possession and responsibility for utilities within the right-of-way, I recommend road acceptance by the Town of Harold Bouchard Way, located adjacent to Coldbrook Road with the condition of a road maintenance agreement be established between the Town and MRC.

Respectfully,

A handwritten signature in black ink, appearing to read "Sean Currier".

Sean Currier
Director of Public Works
Town of Hampden

H-9



October 13, 2020

Town of Hampden
Attn: Paula Scott, Town Manager
106 Western Avenue
Hampden, ME 04444-1436
townmanager@hampdenmaine.gov

Re: MRC/Fiberight Solid Waste Processing Facility Access Road and Sewer Acceptance

Dear Paula:

The Municipal Review Committee (MRC) is pleased to request acceptance by the Town of Hampden of the constructed Harold Bouchard Way along with the associated sewer infrastructure. In accordance with section 1.2.1 of the Town Ways Ordinance and section 5.5 of the Sewer Ordinance, we are providing the following information related to acceptance:

1. All application fees, inspection fees, and other expenses have been paid in full
2. Enclosed sworn written statement from the design engineer
3. We understand that the Town's Public Works Director has/will provide a written statement upon review of our documentation included with this letter.
4. Enclosed is a written statement indicating that property pins associated with the road right-of-way have been set
5. Legal documents associated with road and sewer acceptance are enclosed (warranty deeds; title opinion; owner's affidavit)
6. Enclosed letter from Emera Maine
7. Enclosed letter from Bangor Gas
8. Enclosed letter from the Hampden Water District
9. Enclosed statement that sewer improvements are guaranteed against defects in materials or workmanship for a period of 12 months from the time of acceptance by the Town.

Please let us know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads 'Michael Carroll'.

Michael Carroll

October 4, 2018

Town of Hampden
Attn: Jim Chandler, Town Manager
106 Western Avenue
Hampden, ME 04444-1436
townmanager@hampdenmaine.gov

**Re: MRC/Fiberight Solid Waste Processing Facility Access Road Acceptance,
Hampden, Maine | Progress Report**

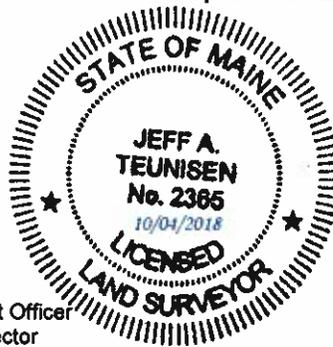
Dear Mr. Chandler:

The property monuments for the Access Road right-of-way to the MRC/Fiberight Solid Waste Processing Facility have been set as of September 29, 2018 by CES, Inc.

Sincerely,
CES, Inc.



Jeff A. Teunisen, PLS



JAT/gdr
cc: Myles Block, Code Enforcement Officer
Sean Currier, Public Works Director

Town of Hampden | 10.04.2018 | 10973.002

October 4, 2018

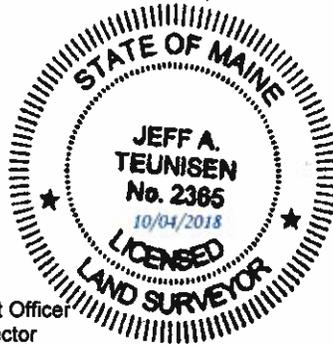
Town of Hampden
Attn: Jim Chandler, Town Manager
106 Western Avenue
Hampden, ME 04444-1436
townmanager@hampdenmaine.gov

**Re: MRC/Fiberight Solid Waste Processing Facility Access Road Acceptance,
Hampden, Maine | Progress Report**

Dear Mr. Chandler:

The property monuments for the Access Road right-of-way to the MRC/Fiberight Solid Waste Processing Facility have been set as of September 29, 2018 by CES, Inc.

Sincerely,
CES, Inc.


Jeff A. Teunisen, PLS

JAT/gdr
cc: Myles Block, Code Enforcement Officer
Sean Currier, Public Works Director

Town of Hampden | 10.04.2018 | 10973.002

Karen A. Huber
khuber@eatonpeabody.com



80 Exchange Street, P.O. Box 1210
Bangor, Maine 04402-1210
Phone 207-947-0111 Fax 207-942-3040
www.eatonpeabody.com

October 9, 2020

Edmond J. Bearor, Esq.
Counsel for the Town of Hampden
Rudman Winchell
P.O. Box 1401
Bangor, ME 04402-1401

RE: Municipal Review Committee, Hampden, Maine

Dear Ed:

Enclosed for your reference please find the proposed Warranty Deeds to the Town, for town way purposes, from Municipal Review Committee, Inc. and from Hickory Development LLC. It is the parties' intention that these instruments will be signed by the respective grantors and shall be deemed effective only upon acceptance by the Town of the town way as described therein.

In addition, in accordance with the Town Way ordinance, this letter shall also serve as a title letter. The properties and interests conveyed in the respective instruments are, as of October 6, 2020 at 8:00 a.m., subject only to those matters set forth in the attached Exhibits A and B, provided the town way is accepted as a town way.

I assume you will want an update of title prior to acceptance of the town way so please let me know when you need that. In the meantime, let me know if you have any questions or need anything further.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Huber".

Karen A. Huber

cc: Sean Thies, CES, Inc.
Jon Pottle, Esq.

EXHIBIT A

1. Terms, conditions and restrictions set forth in, and rights and easements reserved by Hickory Development, LLC, in the deed recorded in Book 14500, Page 217.
2. Such state of facts as shown on the plan entitled "Boundary Survey Plan of lands of Hickory Development, LLC, prepared for Municipal Review Committee, Inc., Coldbrook Road, Hampden, Penobscot County, Maine", dated April 12, 2017, prepared by CES, Inc and recorded in Plan Book 2017, Page 25.
3. Possible effect, if any, of the "Contemplated road" as designated on Gilmore's Plan of Hampden recorded in Plan Book 2, Page 2.
4. Pipe line easement to the United States of America as set out in instruments recorded in Book 1374, Page 234 and Book 1374, Page 235. See also Assent from Bangor Natural Gas Company dated October 17, 2017 and recorded in Book 14695, Page 184.
5. Easement from Owen S. Estey, Bernard A. Estey and Charles S. Estey to Bangor Hydro-Electric Company dated October 4, 1994 and recorded in Book 5739, Page 269. See also Assent from Emera Maine dated August 11, 2017 and recorded in Book 14695, Page 187.
6. Drainage easement from Frank E. Redman to the State of Maine recorded in Book 1813, Page 168. See also the plan of Cold Brook Road recorded in Plan Book 24, Page 104.
7. Pipe line easement given by Frank E. Redman to United States of America dated May 14, 1952 and recorded in Book 1362, Page 485.
8. Easement given by Municipal Review Committee, Inc. to Emera Maine dated September 25, 2017 and recorded in Book 14645, Page 91.
9. Site Lease between Municipal Review Committee, Inc. and Coastal Resources of Maine LLC as evidenced by Memorandum of Lease dated August 17, 2017 and recorded in Book 14649, Page 306, as amended by the Amended Memorandum of Lease dated August 17, 2017 and recorded in Book 14695, Page 196. Reference may also be had to the Certificate of Personalty dated August 17, 2017 and recorded in Book 14695, Page 193.
10. Temporary Easement given by Municipal Review Committee, Inc. to the Town of Hampden dated October 25, 2017 and recorded in Book 14695, Page 190.
11. Customer-Owned And/Or Constructed Line Extension Contract between Fiberight d/b/a Coastal Maine Resources and Emera Maine dated September 12, 2017 and recorded in Book 15111, Pages 112.
12. Easement given by Municipal Review Committee, Inc. to the Town of Hampden dated May 2, 2019 and recorded in Book 15142, Page 165.

- 13. Temporary Easement given by Municipal Review Committee, Inc. to the Town of Hampden dated May 2, 2019 and recorded in Book 15142, Page 174.**
- 14. Easement given by Municipal Review Committee, Inc. to Hampden Water District dated May 2, 2019 and recorded in Book 15142, Page 181.**

EXHIBIT B

1. Mortgage and Security Agreement given by Coastal Resources of Maine LLC to U. S. Bank National Association dated December 1, 2017 and recorded in Book 14704, Page 189, as amended by First Amendment to Mortgage and Security Agreement dated June 1, 2019 and recorded in Book 15179, Page 190.
2. UCC Financing Statement (fixture filing) naming Coastal Resources of Maine LLC as debtor and U. S. Bank National Association as secured party recorded on December 22, 2017 in Book 14704, Page 273.
3. Notice of Mechanic's Lien and/or Lien Certificate filed by Bluewater Energy Solutions, Inc., against Coastal Resources of Maine, LLC dated February 18, 2020 and recorded in Book 15444, Page 253 and related Clerk's Certificate, Docket No. RE-20-10, dated April 13, 2020 and recorded in Book, 15555, Page 154.
4. Notice of Lien filed by Bancroft Contracting Corporation against Coastal Resources of Maine LLC dated March 11, 2020 and recorded in Book 15470, Page 151 and related Amended Clerk's Certificate, Docket No. RE-20-15 dated July 7, 2020 and recorded in Book 15603, Page 109.
5. Notice of Lien filed by Sullivan and Merritt Constructors, Inc. against Coastal Resources of Maine LLC dated April 14, 2020 and recorded in Book 15494, Page 213 and related Clerk's Certificate, Docket No. RE-20-13 dated April 28, 2020 and recorded in Book 15562, Page 240.
6. Sewer lien filed by the Town of Hampden against Coastal Resources of Maine LLC dated June 18, 2020 and recorded in Book 15571, Page 326.
7. Notice of Lien filed by SNC Lavalin Constructors Inc. against Coastal Resources of Maine, LLC and Fiberright, LLC dated June 26, 2020 and recorded in Book 15592, Page 170.
8. Notice of Lien Claim filed by CES, Inc., against Coastal Resources of Maine LLC dated June 29, 2020 and recorded in Book 15599, Page 213 and related Clerk's Certificate Docket No. CV-20-118, dated September 15, 2020 and recorded in Book 15704, Page 138.
9. UCC Financing Statement (fixture filing) naming Coastal Resources of Maine LLC as debtor and CP Manufacturing, Inc. as secured party recorded on July 24, 2020 in Book 15621, Page 317.
10. Order Appointing Receiver in an action entitled U.S. Bank National Association v. Coastal Resources of Maine, LLC, Docket No. CV-20-93, dated July 30, 2020 and recorded in Book 15636, Page 56.

11. Certificate of Lien filed by Consolidated Electrical Distributors, Inc. against Coastal Resources of Maine LLC dated August 20, 2020 and recorded in Book 15667, Page 125.

WARRANTY DEED

MUNICIPAL REVIEW COMMITTEE, INC., a Maine nonprofit corporation with a mailing address of 20 Godfrey Drive, Orono, Maine 04473, as a dedication without consideration pursuant to 23 M.R.S. §3025, grants to the **TOWN OF HAMPDEN**, a municipal corporation located in Hampden, Penobscot County, Maine, whose mailing address is 106 Western Avenue, Hampden, Maine 04444, with Warranty Covenants, the land, together with any buildings or improvements thereon, in Hampden, Penobscot County, State of Maine, described in Schedule A attached hereto and incorporated by reference and SUBJECT TO those matters set forth in Schedule B attached hereto.

For source of title reference is made to a quitclaim deed with covenant from Hickory Development, LLC to Municipal Review Committee, Inc. dated May 31, 2017, recorded in Book 14500, Page 217 of the Penobscot County Registry of Deeds, and reference may be had to those terms set forth in Exhibit D therein. Reference may also be had to the plan entitled "Boundary Survey Plan of lands of Hickory Development, LLC, prepared for Fiberright & Municipal Review Committee, Inc., Coldbrook Road, Hampden, Penobscot County, Maine", dated April 12, 2017, prepared by CES, Inc. and recorded in Plan Book 2017, Page 25 of said Registry.

This Deed shall not be deemed effective until i) both the property conveyed herein and the property conveyed by deed from Hickory Development LLC to this Grantee to be recorded on substantially even date, are accepted by the Grantee as a town way pursuant to the Town of Hampden Town Ways Ordinance and ii) the easement conveyed by this Grantor to this Grantee dated May 2, 2019 and recorded in Book 15142, Page 165 is accepted by the Grantee as a public sewerage pursuant to the Town of Hampden Sewer Ordinance.

IN WITNESS WHEREOF, Municipal Review Committee, Inc. has caused this instrument to be signed in its corporate name and sealed with its corporate seal by the undersigned hereunto duly authorized this ___ day of October, 2020, to be effective as of the 19th day of October, 2020.

WITNESS:

MUNICIPAL REVIEW COMMITTEE, INC.

Nancy W Ward

By: Michael Carroll

Its: Executive Director

Printed Name: Michael Carroll

STATE OF MAINE
Penobscot, ss.

October 15, 2020

Then personally appeared the above-named MICHAEL CARROLL, as EXECUTIVE DIRECTOR of Municipal Review Committee, Inc., and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

Sophia L Wilson

Printed Name: SOPHIA L. WILSON

Notary Public/~~Attorney at Law~~

SOPHIA L. WILSON
Notary Public - Maine
My Commission Expires
May 3, 2025

Schedule A

A certain strip of land situated northeasterly of the Coldbrook Road in the Town of Hampden, County of Penobscot, State of Maine, the bounds of which being more particularly described as follows:

COMMENCING at a $\frac{5}{8}$ " iron rod found 2 inches below grade in the northeasterly sideline of the Coldbrook Road at the westerly most corner of land of Bouchard Sports Center, LLC as described in a Deed of Judicial Sale dated October 27, 2005, recorded in Book 10180, Page 115 of the Penobscot County Registry of Deeds (PCRD);

THENCE, North $38^{\circ} 41' 43''$ West, along the northeasterly sideline of the Coldbrook Road, a distance of 89.26 feet to a highway monument found;

THENCE, continuing North $38^{\circ} 41' 43''$ West, along the northeasterly sideline of the Coldbrook Road, distance of 201.43 feet to a $\frac{5}{8}$ " capped iron rod set at **POINT OF BEGINNING** of the parcel herein conveyed;

THENCE, North $52^{\circ} 09' 53''$ East, along land of Hickory Development, LLC as described in a quitclaim deed with covenant from H.O. Bouchard, Inc. dated December 30, 2003, recorded in Book 9145, Page 295 of the Penobscot County Registry of Deeds, a distance of 253.68 feet to a $\frac{5}{8}$ " capped iron rod set;

THENCE, generally northeasterly, along said land of Hickory Development, LLC, being a tangent curve to the left having a radius of 400.00 feet, an arc distance of 141.04 feet to a $\frac{5}{8}$ " capped iron rod set;

THENCE, North $31^{\circ} 57' 44''$ East, along said land of Hickory Development, LLC, a distance of 255.29 feet to a $\frac{5}{8}$ " capped iron rod set;

THENCE, generally northeasterly, along said land of Hickory Development, LLC, being a tangent curve to the right having a radius of 1,105.00 feet, an arc distance of 362.62 feet to a $\frac{5}{8}$ " capped iron rod set;

THENCE, North $50^{\circ} 45' 53''$ East, along said land of Hickory Development, LLC, a distance of 858.52 feet to a $\frac{5}{8}$ " capped iron rod set;

THENCE, generally northeasterly, along said land of Hickory Development, LLC, being a tangent curve to the left having a radius of 950.00 feet, an arc distance of 166.88 feet to a $\frac{5}{8}$ " capped iron rod set;

THENCE, North $40^{\circ} 42' 01''$ East, along said land of Hickory Development, LLC, a distance of 967.01 feet to a $\frac{5}{8}$ " capped iron rod set;

THENCE, generally northeasterly, along said land of Hickory Development, LLC, being a tangent curve to the right having a radius of 550.00 feet, an arc distance of 210.70 feet to a $\frac{5}{8}$ " capped iron rod set;

THENCE, North $62^{\circ} 38' 59''$ East, along said land of Hickory Development, LLC, a distance of 717.02 feet to a $\frac{5}{8}$ " capped iron rod set;

THENCE, generally northeasterly, along said land of Hickory Development, LLC, being a tangent curve to the left having a radius of 450.00 feet, an arc distance of 229.49 feet to a 5/8" capped iron rod set, this course crosses a 50 foot wide pipeline easement benefitting Bangor Gas Company originally described in an instrument dated October 11, 1952, recorded in Book 1374, Page 235 of the PCRD;

THENCE, North 33° 25' 48" East, along said land of Hickory Development, LLC, a distance of 307.01 feet to a 5/8" capped iron rod set;

THENCE, generally northeasterly, along said land of Hickory Development, LLC, being a tangent curve to the right having a radius of 550.00 feet, an arc distance of 49.06 feet to a 5/8" capped iron rod set;

THENCE, South 56° 34' 04" East, along said land of Hickory Development, LLC, a distance of 50.22 feet to a point;

THENCE, generally northeasterly, along said land of Hickory Development, LLC, being a non-tangent curve to the right having a radius of 500.00 feet, an arc distance of 80.36 feet to a point in the southwesterly bound of a 150 foot wide transmission line easement benefitting Emera Maine (formerly known as Bangor Hydro Electric Company) as described in an instrument dated October 4, 1994, recorded in Book 5739, Page 269 of the PCRD, the long chord of aforesaid curve bearing North 43° 39' 28" East, a distance of 80.28 feet;

THENCE, South 56° 32' 09" East, along the southwesterly bound of said transmission line easement and through land of Municipal Review Committee, Inc. (MRC), a distance of 51.92 feet to a point;

THENCE, generally southwesterly, through land of MRC, being a non-tangent curve to the left having a radius of 450.00 feet, an arc distance of 129.75 feet to a 5/8" capped iron rod set, the long chord of aforesaid curve bearing South 41° 41' 26" West, a distance of 129.30 feet;

THENCE, South 33° 25' 48" West, through land of MRC, a distance of 307.01 feet to a 5/8" capped iron rod set;

THENCE, generally southwesterly, through land of MRC, being a tangent curve to the right having a radius of 550.00 feet, an arc distance of 280.49 feet to a 5/8" capped iron rod set, this course in part crosses said 50 foot wide gas pipeline easement;

THENCE, South 62° 38' 59" West, through land of MRC, a distance of 717.02 feet to a 5/8" capped iron rod set;

THENCE, generally southwesterly, through land of MRC, being a tangent curve to the left having a radius of 450.00 feet, an arc distance of 172.39 feet to a 5/8" capped iron rod set;

THENCE, South 40° 42' 01" West, through land of MRC, a distance of 161.07 feet to a 5/8" capped iron rod set at the northerly corner of said land of Hickory Development;

THENCE, continuing South 40° 42' 01" West, along said land of Hickory Development, LLC, a distance of 805.95 feet to a 5/8" capped iron rod set;

THENCE, generally southwesterly, along said land of Hickory Development, LLC, being a tangent curve to the right having a radius of 1,050.00 feet, an arc distance of 184.44 feet to a 5/8" capped iron rod set;

THENCE, South 50° 45' 53" West, along said land of Hickory Development, LLC, a distance of 858.52 feet to a 5/8" capped iron rod set;

THENCE, generally southwesterly, along said land of Hickory Development, LLC, being a tangent curve to the left having a radius of 1,005.00 feet, an arc distance of 329.81 feet to a 5/8" capped iron rod set;

THENCE, South 31° 57' 44" West, along said land of Hickory Development, LLC, a distance of 226.04 feet to the westerly corner thereof;

THENCE, continuing South 31° 57' 44" West, through land of MRC, a distance of 29.25 feet to a 5/8" capped iron rod set;

THENCE, generally southwesterly, through land of MRC, being a tangent curve to the right having a radius of 500.00 feet, an arc distance of 176.30 feet to a 5/8" capped iron rod set;

THENCE, South 52° 09' 53" West, through land of MRC, a distance of 252.22 feet to a 5/8" capped iron rod set in the northeasterly sideline of the Coldbrook Road;

THENCE, North 38° 41' 43" West, along the northeasterly sideline of the Coldbrook Road, a distance of 100.01 feet to the **POINT OF BEGINNING**.

The parcel hereinabove described contains 10.50 acres, more or less.

The basis of bearings is the Grid North Meridian.

All iron rods set have caps stamped "CES, Inc – Brewer, ME – PLS 2292"

Reference is made to a plan entitled "Boundary Survey Plan of land to be conveyed to Town of Hampden by Municipal Review Committee, Inc., Hampden, Penobscot County, Maine", dated November 7, 2018, prepared by CES, Inc.

Schedule B

1. Terms, conditions and restrictions set forth in, and rights and easements reserved by Hickory Development, LLC, in the deed recorded in Book 14500, Page 217.
2. Such state of facts as shown on the plan entitled "Boundary Survey Plan of lands of Hickory Development, LLC, prepared for Municipal Review Committee, Inc., Coldbrook Road, Hampden, Penobscot County, Maine", dated April 12, 2017, prepared by CES, Inc and recorded in Plan Book 2017, Page 25.
3. Possible effect, if any, of the "Contemplated road" as designated on Gilmore's Plan of Hampden recorded in Plan Book 2, Page 2.
4. Pipe line easement to the United States of America as set out in instruments recorded in Book 1374, Page 234 and Book 1374, Page 235. See also Assent from Bangor Natural Gas Company dated October 17, 2017 and recorded in Book 14695, Page 184.
5. Easement from Owen S. Estey, Bernard A. Estey and Charles S. Estey to Bangor Hydro-Electric Company dated October 4, 1994 and recorded in Book 5739, Page 269. See also Assent from Emera Maine dated August 11, 2017 and recorded in Book 14695, Page 187.
6. Drainage easement from Frank E. Redman to the State of Maine recorded in Book 1813, Page 168. See also the plan of Cold Brook Road recorded in Plan Book 24, Page 104.
7. Pipe line easement given by Frank E. Redman to United States of America dated May 14, 1952 and recorded in Book 1362, Page 485.
8. Easement given by Municipal Review Committee, Inc. to Emera Maine dated September 25, 2017 and recorded in Book 14645, Page 91.
9. Temporary Easement given by Municipal Review Committee, Inc. to the Town of Hampden dated October 25, 2017 and recorded in Book 14695, Page 190.
10. Customer-Owned And/Or Constructed Line Extension Contract between Fiberight d/b/a Coastal Maine Resources and Emera Maine dated September 12, 2017 and recorded in Book 15111, Pages 112.
11. Easement given by Municipal Review Committee, Inc. to the Town of Hampden dated May 2, 2019 and recorded in Book 15142, Page 165.
12. Temporary Easement given by Municipal Review Committee, Inc. to the Town of Hampden dated May 2, 2019 and recorded in Book 15142, Page 174.
13. Easement given by Municipal Review Committee, Inc. to Hampden Water District dated May 2, 2019 and recorded in Book 15142, Page 181, subject to the rights reserved by the grantor therein which are hereby reserved by Grantor.

Dated as of October 19, 2020

Owner: Municipal Review Committee, Inc.

Grantee: Town of Hampden

Premises: One hundred foot strip off Coldbrook Road, Hampden, Maine

The undersigned, being duly authorized, does hereby state that, to the best of the undersigned's knowledge, as of the date of this Affidavit, except as otherwise previously disclosed to the Town of Hampden by letter to Town Counsel, Edmond Bearor, dated October 9, 2020, there is no person to whom a debt is due for personal labor or services performed or materials used in the erection, alteration, repair, improvement or removal of a building or structure upon the above land, by virtue of an agreement with, or by the consent of the undersigned, in promising or furnishing such labor, services or materials, for work actually performed during the past one hundred twenty (120) days.

Municipal Review Committee, Inc.

By: Michael J. Powell

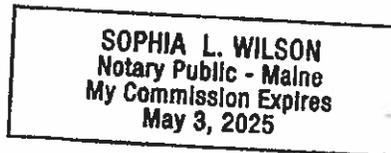
Its:

Executive Director

STATE OF MAINE
COUNTY OF PENOBSCOT

Subscribed and sworn to before me this 15th day of October, 2020

Sophia L. Wilson
Maine Attorney at Law/Notary Public





September 13, 2018

Jim Chandler
Town Manager
Town of Hampden
106 Western Ave
Hampden, ME 04444

RE: MRC/Fiberight Access – Overhead Electric Utilities Acceptance

Dear Mr. Chandler:

The overhead electric utilities installed along the Access Road to the MRC/Fiberight facility was installed by an Emera Maine authorized contractor and constructed to our applicable standards. Emera Maine accepted ownership and maintenance of the main line facilities as part of the construction process.

Please contact me at (207) 973-2857 with any questions.

Yours truly,

A handwritten signature in black ink, appearing to read "Danielle Faloon Saucier", with a long, sweeping flourish extending to the right.

Danielle Faloon Saucier
T & D Construction Planner
Emera Maine

Bangor *Natural Gas*

September 13, 2018

Jim Chandler, Town Manager
Town of Hampden
106 Western Ave.
Hampden, ME 04444

RE: MRC/Fiberight Access Road-Gas Main Acceptance

Dear Mr. Chandler,

The gas main installed along the Access Road to the MRC/Fiberight facility was installed by Bangor Natural Gas Co. (BNG) crews to applicable regulatory and BNG standards. BNG accepts the ownership and maintenance responsibilities for this infrastructure. Please contact us if you have any questions or require additional information.

Sincerely,

Bangor Natural Gas Co.



Joshua M. Saucier, PE
Technical Services Supervisor

Hampden Water District



Tel: (207) 862-3490
Fax: (207) 862-3595
www.hampdenwaterdistrict.org

P.O. Box 218
Hampden, ME 04444-0218

8/22/2018

Jim Chandler, Town Manager
Town of Hampden
106 Western Ave.
Hampden, Me 04444

Re: MRC/ Fiberight Access Road Water Main

Dear Jim,

The Hampden Water District is ready to accept ownership of the water main installed along the access road to the MRC/ Fiberight facility at the point when this roadway becomes property of the town. All testing requirements have been made and inspection of installation approved.

Please let me know if you need anything further.

Sincerely,

A handwritten signature in black ink, appearing to read "Jamie Holyoke".

Jamie Holyoke
Superintendent
Hampden Water District

cc: Greg Louder, Executive Director, Municipal Review Committee



October 13, 2020

Town of Hampden
Attn: Paula Scott, Town Manager
106 Western Avenue
Hampden, ME 04444-1436
townmanager@hampdenmaine.gov

Re: Harold Bouchard Way Sewer Acceptance; Developer's Statement

Dear Paula:

As referenced in my cover letter dated October 13, 2020, requesting acceptance of Harold Bouchard Way as a Town Way as well as associated sewerage, please accept this letter as the developer's statement pursuant to Section 5.5 of the Sewer Ordinance that the accepted sewer improvements are guaranteed against defects in materials or workmanship for a period of 12 months from the time of acceptance by the Town.

Thank you for your attention to this matter. If you have any questions or need additional information, please contact me.

Sincerely,

A handwritten signature in black ink that reads "Michael Carroll".

Michael Carroll

H-i



Town of Hampden
Town Planner

Memorandum

To: Town Council – For Workshop
From: Karen M. Cullen, AICP, Town Planner *KMC*
Date: September 29, 2020
RE: Proposed Amendments to Fees Ordinance for Marijuana Licensing

The Marijuana Ordinance was amended on September 8, 2020 and will become effective October 8, 2020. The Fees Ordinance needs to be amended to include licensing fees for marijuana establishments. The attached proposed amendment provides staff's recommendation for these fees.

The recommended fees are based on what resources the Town anticipates using for the licensing process. After due consideration, it was determined that the difference in needs between a Medical Marijuana Registered Dispensary, a Medical Marijuana Manufacturing Facility, and a Medical Marijuana Testing Facility are insufficient to warrant having separate fees for these three types of medical marijuana businesses.

Fees for the initial license are higher than for renewals, based on the assumption that once established, it will be quicker for staff to review and inspect for a renewal. The possible exception to this assumption will be if a particular establishment has resulted in numerous actions necessitated by complaints received during the previous year's operations.

The fees include the amount of time, translated to dollars using an average pay rate that is based on the midpoint of the pay scale for each of the applicable staff positions – not based on what any individual earns but on the position's pay scale) spent by the various staff people involved in the process: the Town Manager, Town Clerk, Director of Public Safety, Deputy Fire Chief, Deputy Police Chief, Code Enforcement Officer, Tax Collector, Treasurer, and Town Planner. It also include costs for expenses such as training and mileage, and for legal costs.

The fees include costs for time, training, mileage, and legal costs. The dollar amount for staff time was calculated using the average of the midpoint of the pay scale for each staff position (not specific people), which is \$31.53. Training cost is an estimate of time and registration fees for the Code Enforcement Officer to attend, split four ways assuming four applications per year (which is only a guess); that figure came out to be \$88.06 per license application. Mileage was calculated based on three staff members (CEO, Deputy Fire Chief, and either Director of Public Safety or Deputy Police Chief) doing one inspection each for the initial application for registered caregivers, two inspections each for medical marijuana businesses, and one each and for renewal applications for both registered caregivers and medical marijuana businesses. Legal costs are

based on the current rate of \$195 per hour for Ed Bearor or Stephen Wagner, with 0.5 hour for the initial license for registered caregivers, 1.5 hours for the initial license for medical marijuana businesses, and 0.5 hours for renewal licenses for both registered caregivers and medical marijuana businesses.

If Town Council is satisfied with these proposed fees, then the next step is for Council to refer (at the next available Council Meeting) the amendment to public hearing.

TOWN OF HAMPDEN

The Town of Hampden Hereby Ordains
Proposed Amendments to the Fees Ordinance

Deletions are ~~Strikethrough~~ Additions are Underlined

Add a new section to Article 2, of the Fees Ordinance, Fees for Activities Regulated by Town Ordinance:

2.19 Marijuana Ordinance (added)

<u>Registered Caregiver License – Initial Application Fee</u>	<u>\$400.00</u>
<u>Registered Caregiver License – Annual Renewal License Fee</u>	<u>\$350.00</u>
<u>Medical Marijuana Business License – Initial Application Fee</u>	<u>\$875.00</u>
<u>Medical Marijuana Business License – Annual Renewal License Fee</u>	<u>\$500.00</u>